


<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER <b>DACW67-02-R-0004</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED <b>02/19/02</b>	PAGE OF PAGES <b>2</b>
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.</b>			
4. CONTRACT NUMBER <b>DACW67-02-C-0008</b>	5. REQUISITION/PURCHASE REQUEST NUMBER <b>W68MD9-1183-8393</b>	6. PROJECT NUMBER		
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB PO Box 3755 Seattle, WA 98124-3755	CODE <b>W68MD9</b>	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB Seattle, WA 98124-3755  HAND CARRY: Preston Conference Room 4735 East Marginal Way South Seattle, WA 98134-2385		
9. FOR INFORMATION CALL 	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER (include area code) (NO COLLECT CALLS) See Information Page inside Front Cover		

## SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Intake Gantry Crane Modernization, Libby Dam, Montana, in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation No. DACW67-02-R-0004 dated February 19, 2002 with 2 amendments thereto.
- Wage Determination No. MT020001 with 0 modifications thereto.
- Drawings as listed in Section 00800.
- See page 00010-3 for Alterations to the Contract.

NOTE: Award will be made pursuant to the Small Business Competitive Development Program.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Paragraph SC-1, 00800</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>5</b>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 p.m.</u> (hour) local time <u>15 March 2002</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
DIX CORPORATION 4024 S. Grove Road Spokane, WA 99224 Tax ID No: 91-0666092 DUNSNo: 00-942-3526 eMail: marcuso@dixcorp.com		(509) 838-4455 FAX: (509) 838-4464	
16. REMITTANCE ADDRESS (Include only if different than Item 14)		SAME	
CODE 2F848	FACILITY CODE 00-942-3526		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

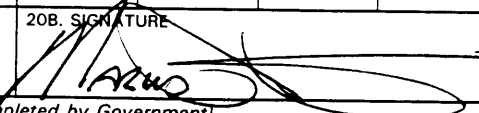
See page 00010-5

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGEMENT OF AMENDMENTS


(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001	0002								
DATE	3/8/02	3/15/02								

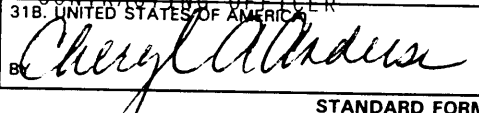
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
MARCUS OURADA, SECRETARY/TREASURER		3/21/02
AWARD (To be completed by Government)		

21. ITEMS ACCEPTED

Line Number 0001 and 0003

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
\$923,780.00	SEE ALTERATIONS PAGE
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 ITEM 26	<input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
Spokane Area Office P.O. Box 1929 Airway Hts., WA 99001-1929	US Army Corps of Engineers Finance Center CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
		CHERYL A. ANDERSON	
30B. SIGNATURE		31B. UNITED STATES OF AMERICA	
		BY 	
30C. DATE		31C. AWARD DATE	
		26 Apr 2002	

00010-2

STANDARD FORM 1442 BACK (REV. 4-85)

ALTERATIONS IN CONTRACT  
(FAR 52.252-4) (APR 1984)

DACW67-02-C-0008

Base Item Awarded

Item 0001 All Work for Intake Gantry Crane Main Hoist Modernization,  
Except for Items 0002 and 0003

\$813,907.00

Total \$813,907.00

Option Item Awarded

Item 0003 All Work for Corrosion Control on Selective Withdrawal Crane

\$109,873.00

Total \$109,873.00

Option Item to be Awarded

Item 0002 All Work for Corrosion Control on Intake Gantry Crane

\$275,141.00

Total Base and Options \$1,198,921.00

Total awarded amount is \$923,780.00. Total amount obligated \$923,780.00.

Accounting and Appropriation Data

96X40450000 082433	320000344F067352	89	96453	\$813,907.00
96X31230000 082433	32301KK01D067352	NA	96453	\$109,873.00

Remit one copy of invoice to:

Spokane Area Office  
P. O. Box 1929  
Airway Heights, WA 99001-1929

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

### CORPORATE CERTIFICATE

I, PATRICK DIX, certify that I am the President  
~~Secretary~~ of the Corporation named as Contractor herein; that MARCUS OURADA  
who signed this contract on behalf of the Contractor was then Secretary/Treasurer of said  
corporation; that said contract was duly signed for and on behalf of said corporation by authority of its  
governing body and is within the scope of its corporate powers.

  
President ~~(Secretary)~~ (CORPORATE SEAL)

### AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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01038/CS/II

Intake Gantry Crane Modernization, Libby Dam, MT

**SCHEDULE**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEM:					
0001	All Work for Intake Gantry Crane Main Hoist Modernization, Except for Items 0002 and 0003	1	JOB	L.S.	\$ <u>813,907.00</u>
OPTIONAL ITEMS:					
0002	All Work for Corrosion Control on Intake Gantry Crane	1	JOB	L.S.	\$ <u>275,141.00</u>
0003	All Work for Corrosion Control on Selective Withdrawal Crane	1	JOB	L.S.	\$ <u>109,873.00</u>
TOTAL OPTIONAL ITEMS					\$ <u>385,014.00</u>
TOTAL BASE AND OPTIONAL ITEMS					\$ <u>1,198,921.00</u>

NOTE: Technical Submittals are due at time proposal is due.

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 15-Mar-2002		4. REQUISITION/PURCHASE REQ. NO. W68MD9-1183-8398		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACW67		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-02-R-0004	
				X		9B. DATED (SEE ITEM 11) 15-Feb-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DACW67-02-R-0004, INTAKE GANTRY CRANE MODERNIZATION, LIBBY DAM, MT  1. This Amendment Two (0002) provides for the following changes:  a. Revisions to Section 00700 to add bonding requirements.  b. SF 1442, Solicitation, Offer, and Award, Block 12B change, "5 Calendar Days" to "10 Calendar Days".  2. The proposal due date and time is extended as follows:  21 March 2002, 2:00 p.m., Local Time.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		15-Mar-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

3. The attached revised sections are to be replaced in their entirety. Specification changes are generally identified, for convenience by strikeout for deletions, and underlining of text for additions. All portions of the revised or new pages shall apply whether or not changes have been indicated.

4. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark on outside of the envelope in which the offer is enclosed to show amendment received.

Encl:

Section 00700 (revised)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
		1					
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 08-Mar-2002		4. REQUISITION/PURCHASE REQ. NO. W68MD9-1183-8398		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACA67		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-02-R-0004	
				X		9B. DATED (SEE ITEM 11) 15-Feb-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Intake Gantry Crane Modernization, Libby Dam, Montana							
A. This amendment provides a change to Sections 00800, 01005, 02090, 15300, 16200, and the Bid Schedule.							
B. The Wage Rates are revised to the current Wage Determination MT020001, dated 1 March 2002.							
C. The date due for the Request for Proposals is changed to read 2:00 p.m. 18 March 2002.							
D. Reference to 20% Bid Bond on the contents page is hereby deleted.							
E. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on proposal or by telegram. Please mark the outside of envelope in which your proposal is enclosed to show amendment received.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		08-Mar-2002	

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## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS. (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--



(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract

shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a

covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action.

Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

#### 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard

should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)



## 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

## 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

## 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the

jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.  
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for

bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may

require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash

equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid

fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

#### 52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

#### 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

#### 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

#### 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority	Goals for female
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participation for each trade	participation for each trade
2.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Libby Dam, Lincoln County, Montana.**

#### 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are



treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

## 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news

media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and

female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;



- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
  - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
- (End of clause)

**52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
  - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	


(c) This list must be updated during performance of the contract whenever the Contractor determines that any other

material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

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#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

#### 52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)



(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

#### 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or not to exceed \$3 million, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

#### 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
  - (1) Pledge of assets; and
  - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
  - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
  - (2) A recorded lien on real estate. The offeror will be required to provide--
    - (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
    - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
    - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

#### 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

---

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$\_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$ \_\_\_\_\_.  
This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_  
[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)
- I hereby certify, to the best of my knowledge and belief, that--
- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
  - (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

---

(Name)

---

(Title)

---



(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this

clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments

otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)



## REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the

Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
  - (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
  - (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the

work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

**52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**52.236-8 OTHER CONTRACTS (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

**52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of

U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

#### 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of



structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

#### 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

### 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

## 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.



(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
  - (2) On the board of directors of any DoD contractor or first-tier subcontractor;
  - (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
  - (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
  - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
  - (2) Cancellation of the contract at no cost to the Government; or
  - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
  - (2) The nature of the conviction and resultant sentence or punishment imposed;
  - (3) The reasons for the requested waiver; and
  - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

**252.223-7001 HAZARD WARNING LABELS (DEC 1991)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

#### 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

#### 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.





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## SPECIAL CLAUSES

### SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ~~120~~ 165 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises.

#### SC-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising one or more of the Optional Bid Item(s) 0002 and 0003 at any time, or not at all, but no later than 60 calendar days after receipt by Contractor of notice to proceed. Notice to proceed on work Item(s) added by exercise of the option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of any optional items awarded under this contract will be as specified in SECTION 01005: SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, Paragraph 1.4, Scheduling of Optional Work.

### SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$760.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3 AND SC-4 DELETED.

### SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe;  
or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(d) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability

bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Environmental Liability If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6 CONTINUING CONTRACTS (ALTERNATE) (EFARS 52.232-50002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$1,000,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time, it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract..

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(b) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9 THROUGH SC-12 DELETED.

SC-13. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) (FAR 52.245-3): The Government will furnish to the Contractor the property identified in the schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished to the Contractor at the place designated by the Contracting Officer. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the

jobsite at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract. Delivery site location for Government Furnished Property is the Dam site.

#### **SCHEDULE**

<b>QUANTITY</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>VALUE (TOTAL)</b>
<b>1</b>	<b>Winch</b>	<b>Lifting Beam Latch Control Winch</b>	<b>\$2000.00</b>

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#### **SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)- (EFARS 52.231-5000)**

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or

downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at [http://www.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs).

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.



(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-21 DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

## APPENDIX R

### PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

#### Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tire
- (e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

- (a) Building insulation product including the following items:
  - (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite;
  - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).
  - (3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
  - (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.
- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).
- (c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.
- (d) Carpet made of polyester fiber use in low- and medium-wear applications.
- (e) Floor tiles and patio block containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and
- (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

INDEX OF DRAWINGS  
  
INTAKE GANTRY CRANE MODERNIZATION  
LIBBY DAM, MONTANA  
Drawing No. E-53-21-11

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
1	G-1	Title Sheet		30NOV01
2	M-1	Equalizer Sheave Mods		30NOV01
3	M-2	Gearbox Pedestal Link		30NOV01
3	E-1	Electrical Details 1		30NOV01
4	E-2	Electrical Details 2		30NOV01
5	E-3	Electrical Details 3		30NOV01
6	E-4	Electrical Details 4		30NOV01
7	E-5	New Operators Chair/Console Layout		30NOV01
8	E-6	Front Console Layout & Modifications		30NOV01

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

(SEE CALS FILE INDEX FOR LIST OF REFERENCE DRAWINGS)

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1	Hard Hat Sign	10SEP90
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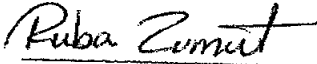
END OF SECTION

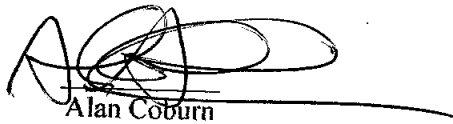
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# DESIGN AUTHENTICATION

## INTAKE GANTRY CRANE MODERNIZATION, LIBBY DAM, MT

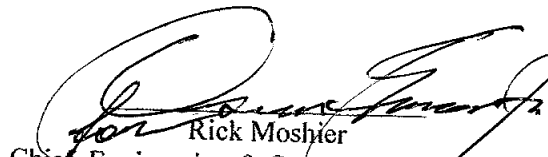
Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.

  
Berger Abam Engineers

  
Alan Coburn  
COE Project Manager

  
Arill Berg, Chief  
Construction Branch

  
Mark Ohlstrom  
Chief, Design Branch

  
Rick Moshier  
Chief, Engineering & Construction Division

This project was designed for the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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GENERAL DECISION MT020001 03/01/2002 MT1

Date: March 1, 2002

General Decision Number MT020001

Superseded General Decision No. MT010001

State: Montana

Construction Type:  
HEAVY

County(ies):  
STATEWIDE

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):  
STATEWIDE

ZONE DEFINITIONS

CARPENTERS, \*CEMENT MASONS, LABORERS, POWER EQUIPMENT OPERATORS,  
AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

Billings	Great Falls	Kalispell	Missoula
Bozeman	Havre	Lewistown	
Butte	Helena	Miles City	

ZONE 1:	0 to 30 miles	Base Pay
ZONE 2:	30 to 60 miles	Base Pay + \$2.20
ZONE 3:	Over 60 miles	Base Pay + \$3.70

\*CEMENT MASONS ZONES: The above cities plus  
DILLON GLASGOW GLENDIVE SIDNEY

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CARP0028B 05/16/2000

	Rates	Fringes
STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES		

CARPENTERS:

ZONE 1:		
Carpenters	18.65	4.55
Pile drivers	18.65	4.55
Millwrights	20.15	4.55

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CARP0028D 06/01/2000		
	Rates	Fringes
STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES		
DIVERS	54. 93	5. 70
TENDERS	26. 25	5. 70

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CARP0112A 05/01/1998		
	Rates	Fringes
BEAVERHEAD AND SILVER BOW COUNTIES		
CARPENTERS [Zone pay not applicable]:		
Carpenter	16. 71	4. 82
Millwright	17. 21	4. 82
Pile Driver	17. 71	4. 82

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ELEC0044A 06/01/2001		
	Rates	Fringes
BEAVERHEAD, BIG HORN, BLAINE, BROADWATER, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, DEER LODGE, FALLON, FERGUS, GALLATIN, GARFIELD, GLACIER, GOLDEN VALLEY, GRANITE, HILL, JEFFERSON, JUDITH, BASIN, LEWIS AND CLARK, LIBERTY, MADISON, MCCONE, MEAGHER, MINERAL, MISSOULA, MUSSELSHELL, PARK, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, POWELL, PRAIRIE, RAVALLI, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, SILVER BOW, STILWATER, SWEET GRASS, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX, AND YELLOWSTONE COUNTIES		
LINE CONSTRUCTION:		
Lineman	25. 04	4. 25%+6. 71
Equipment Operator	20. 03	4. 25%+6. 34
Experienced Groundman	16. 28	4. 25%+6. 07

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ELEC0233A 06/01/2001		
	Rates	Fringes
BLAINE, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LIBERTY, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES		
ELECTRICIANS	22. 13	4. 25%+6. 14

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ELEC0233B 06/01/2001		
	Rates	Fringes
BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES		
ELECTRICIANS	21. 65	4. 25%+6. 56

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ELEC0233F 06/01/2001

	Rates	Fringes
BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES		
ELECTRICIANS	22.13	4.25%+6.14

ELEC0532A 06/01/2001

	Rates	Fringes
GALLATIN, PARK, AND SWEET GRASS COUNTIES		
ELECTRICIANS	20.74	4.25%+6.07

ELEC0532C 06/01/2001

	Rates	Fringes
BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, McCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES		
ELECTRICIANS	22.63	4.25%+6.46

ELEC0768A 06/01/2001

	Rates	Fringes
FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES		
ELECTRICIANS	23.00	7.28

ELEC0768C 12/01/2000

	Rates	Fringes
FLATHEAD, LAKE, AND LINCOLN COUNTIES		
LINE CONSTRUCTION:		
Cable Splicer	26.79	4.25%+6.41
Lineman	24.61	4.25%+6.32
Tree Trimmer	21.96	4.25%+6.21
Pole Sprayer	21.12	4.25%+6.17
Line Equipment Operator	20.28	4.25%+6.14
Experienced Groundman	16.24	4.25%+5.96

ENGI0400A 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
ZONE 1:		
GROUP 1	17.74	4.90
GROUP 2	18.16	4.90
GROUP 3	18.53	4.90
GROUP 4	18.78	4.90
GROUP 5	19.76	4.90

GROUP 6	20. 27	4. 90
GROUP 7	21. 81	4. 90

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-end Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes. & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, self-propelled; Concrete Travel Batch; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-

Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, self-propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, self-propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons; Crane, Tower, all.

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley, all.

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist.

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IRON0014C 07/01/2001

	Rates	Fringes
FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES		

IRONWORKERS	20. 52	10. 53
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IRON0841B 10/01/2001		
	Rates	Fringes
REMAINING COUNTIES		

IRONWORKERS	18. 80	10. 61
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LAB00098A 05/01/2000		
	Rates	Fringes
LABORERS:		

ZONE 1:		
GROUP 1	13 41	4. 40
GROUP 2	16. 19	4. 40
GROUP 3	16. 33	4. 40
GROUP 4	17. 05	4. 40

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signaller; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemans; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

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PAIN0260A 07/01/1999		
	Rates	Fringes
BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of Phillipsburg), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern City limits of Helmsville), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY,		

AND WHEATLAND COUNTIES

PAINTERS	13. 35	1%+2. 75
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PAIN0260C 07/01/2001

	Rates	Fringes
FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of Phillipsburg), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of Helmsville), RAVALLI, AND SANDERS COUNTIES		

PAINTERS	16. 35	3. 57
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PAIN1922A 06/01/2000

	Rates	Fringes
BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES		

INDUSTRIAL PAINTERS  
[Includes Industrial Plants,  
Tanks, Pipes, Bridges]

17. 55	7. 13
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PLAS0119A 05/01/2000

	Rates	Fringes
STATEWIDE (except Deer Lodge, Jefferson, Powell, and Silver Bow Counties)		

CEMENT MASONS:

ZONE 1	16. 23	5. 10
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DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

CEMENT MASONS:

ZONE 1	17. 30	5. 10
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PLUM0030C 09/01/2001

	Rates	Fringes
BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GLACIER, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES		

PLUMBERS	23. 15	8. 90
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PLUM0041A 07/01/2001

Rates	Fringes
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BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON,  
LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET  
GRASS COUNTIES

PLUMBERS	23. 65	7. 30
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PLUMD459A 05/01/2001

	Rates	Fringes
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FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI,  
AND SANDERS

PLUMBERS	22. 56	7. 45
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TEAMD002A 06/01/1999

	Rates	Fringes
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TRUCK DRIVERS:

ZONE 1:

GROUP 1	13. 31	4. 96
GROUP 2	17. 34	4. 96

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks & Fork Lifts; Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Drivers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers; Petroleum Products Drivers; Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

---

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION



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## SECTION 01001

### SUPPLEMENTARY REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS " shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

Specification "SECTION 01300 – SUBMITTALS" shall be read as a specification "SECTION 01330 – SUBMITTAL PROCEDURES".

Specification "SECTION 01400 – CONTRACTOR QUALITY CONTROL" shall be read as specification "SECTION 01451 – CONTRACTOR QUALITY CONTROL".

##### 1.2 CONSTRUCTION SCHEDULING

###### 1.2.1. CONSTRUCTION PROGRESS CHARTS AND STATUS REPORTS:

1.2.1 The instructions and information herein supplement the requirements of Paragraph SCHEDULE FOR CONSTRUCTION CONTRACTS IN THE CONTRACT CLAUSES. The proposed Construction Progress Chart shall be prepared on ENG Form 2454. Additional instructions are obtained in INSTRUCTIONS AND INFORMATION FOR CONTRACTORS, a manual furnished to the Contractor by the Contracting Officer. This manual is available for inspection in the Office of the Seattle District, Corps of Engineers 4735 East Marginal Way South, Seattle, Washington.

1.2.2 The Minimum principal contract features (activities) to be included on ENG Form 2454 shall represent the work in each of the following divisions:

- (a) Site Work
- (b) Metals
- (c) Finishes
- (d) Mechanical
- (e) Electrical
- (f) Outages (Crane)

(g) Reaction for Emergency Operation

1.2.3 The Construction Progress Chart shall show the total bid amount distributed among the features shown on the chart. The schedule shall show the percentage of completion at the close of each weekly period. This percentage shall be based on percentage of physical completion of the work. (NOTE: Mobilization and demobilization shall not be listed as a separate payment item unless so noted in the schedule.)

1.2.4 The Construction Progress Chart shall be submitted within 10 calendar days after the date of receipt of notice to proceed.

1.2.5 The Contractor shall prepare and submit a monthly project status report. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions he will take to regain his schedule. The report shall include a description of problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed. Any delays caused by the Government shall be identified. Any significant items or events that occurred during the report month shall also be detailed.

### 1.3 CORRESPONDENCE

1.3.1 All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be forwarded in quintuplicate, as directed by the authorized representative of the Contracting Officer, and shall include an additional copy forwarded to a separate designated location. All copies provided shall be legible. Enclosures attached or transmitted with the correspondence shall also be furnished with the original and each copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 For submission of Contractor payment requests, See Section 01025, PAYMENT.

### 1.4 ADVANCED NOTICE OF CONTRACTOR PERFORMED ACCEPTANCE TESTING

The Contractor shall notify the Contracting Officer a minimum of 20 days prior to performing any acceptance or "buy off" testing of the following systems, (1) EMCS, (2) Fire Detection/Protection, (3) Intrusion Detection System, (4) Uninterruptible Power Supply, (5) HVAC, (6) AFFF, and (7) Hydrant Refuel. Advance notification is not required for testing performed as part of fabrication or installation.

### 1.5 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files in fabrication shops and at project sites for government use.

### 1.6 AUDIO-VIDEO RECORDINGS

#### 1.6.1 General

The Contractor shall provide all equipment, materials, and trained personnel to visually and audibly record (video tape) all on site operations and maintenance (O&M) training sessions for this contract. The video technician shall be employed by a video production company that has been in business for a minimum of 2 years. The Contractor shall submit the resume of the technician and video production company. Also the Contractor shall submit for approval an agenda or an outline breakdown of the proposed presentation. Video tapes shall be produced in the VHS format. Audio shall be adjusted, filtered or otherwise controlled to ensure that the trainer can be understood at all times. Each system or piece of equipment shall be covered in a single tape or set of tapes which shall be correlated with the O&M manuals provided. Video tapes and their individual storage cases shall be identified with a typewritten label showing the project, equipment or system, and contract number; this same information shall be provided as an introduction on each video tape. When two or more tapes are provided, they shall be submitted as a set in an appropriate storage container.

#### 1.6.2 Submittals

Prior to conducting the training sessions the following shall be submitted for approval:

- 1) A training plan consisting of the agenda or an outline breakdown of the proposed presentation and
- 2) The qualifications of the trainer and the video recording technician

Two copies of the video taped material shall be submitted to the Contracting Officer within 10 days after completion of video taping the training sessions.

#### 1.7 IDENTIFICATION OF EMPLOYEES (1984 APR OCE):

The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of the employee.

#### 1.8 SPECIAL SAFETY REQUIREMENTS:

All construction activities shall be conducted in strict compliance with the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and Occupational Safety and Health Administration regulations, as applicable. The manual is available on line at:  
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

1.8.1 In addition to Safety and Health Requirements Manual EM 385-1-1, and all applicable OSHA standards, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This

person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02c with the following:

"c. Property damage in excess of \$2,000.00

(2) Add new paragraph d as follows:

"An injury resulting in a lost workday, not including the day of injury."

#### 1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.9.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

1.9.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.9.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
18	16	14	9	4	4	1	2	4	7	12	17

1.9.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.9.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.9.3, above, the Contracting Officer will

convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

## 1.10 COMPLIANCE WITH DAVIS-BACON ACT

### 1.10.1 Contractor POC

Within 14 days after award of the contract, the Contractor shall designate a point of contact (POC) within their organization who will be responsible for the Davis-Bacon Act Labor Program for the Contractor and all subcontractors under this contract as required by the Contract Clauses and FAR 52.222.

### 1.10.2 Responsibilities

The designated Contractor POC shall be responsible for Davis-Bacon Act Labor Program activities including, but not limited to:

- Documentation and record keeping
- Submittal and accuracy of certified payrolls
- Submittal of required labor forms including requests for additional classifications and rates, Statements and Acknowledgement, etc.
- Posting of the wage determination, approved additional classifications and rates, labor and EEO posters
- Coordination with the Contracting Officer's Labor Program POC

Prior to submittal to the Government, payrolls shall be reviewed for compliance to all applicable labor standards, to include, but not be limited to the following items: correct wage rates, correct overtime classification and pay, misclassification of workers for work actually performed, apprentice to journeyman ratios, and registration of apprentice. Corrective actions shall be taken as necessary to ensure Contractor compliance with applicable contract and FAR clauses.

### 1.10.3 Certification

The Contractor POC shall provide a signed certification stating the following: "I certify that the submitted items being forwarded have been reviewed in detail and are correct and in strict conformance with the Labor Standards of the contract except as otherwise stated."

## 1.11 SALVAGE MATERIALS AND EQUIPMENT FOR THE GOVERNMENT

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment, and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care. Point of contact concerning Government salvaged items is Lee Wood, Telephone (406) 293-7751, extension 212.

01038/CS

Intake Gantry Crane Modernization, Libby Dam, MT

PARTS 2 AND 3 NOT USED

END OF SECTION



## SECTION 01005

### SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

#### 1. CONDUCT OF WORK:

##### 1.1 COORDINATION AND WORK HOURS

1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.2 Work hours in the construction area will be restricted to 6:30 a.m. to 5:00 p.m. daily, Monday through Friday, excluding holidays. The Contractor shall not access the construction area before 6:30 a.m. and shall be off site before or by 5:00 p.m. Requests for alternate work schedules may be considered, but will be approved only by the Contracting Officer. Alternate work schedules will not be approved if a Government quality assurance inspector is not available to be on site full time during all hours outside those previously stated.

##### 1.2 CONTRACTOR SECURITY

The Corps of Engineers will not be responsible for providing security for Contractor-owned/controlled equipment, supplies, or materials. The Contractor shall provide those necessary security measures.

##### 1.3 KEYS

Keys are required for access to the construction area and will be provided by the Contracting Officer. The Contractor shall be responsible for Government-owned keys issued for this contract. Upon completion of the work, or upon request of the Contracting Officer, key or keys shall be returned. Should the Contractor lose a key:

a. the Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered, and

b. should the key not be found before final acceptance, the final contract payment shall be reduced by \$100.00 for re-keying.

##### 1.4 SCHEDULING OF OPTIONAL WORK

1.4.1 Should optional work for corrosion control on intake gantry crane be awarded, this crane will be made available to the Contractor not later than 1 July 2002. All work for the intake gantry crane must be completed by 30 August 2002. The completion date for this work will be extended one day for each day that availability is delayed, **except to the extent that the delay results from the failure of the Contractor to complete base work on the intake gantry crane by the date specified in Special Clause SC-1.** The Contractor shall perform no corrosion control work on this crane until directed to do so by the Contracting Officer.

- 1.4.2 Should optional work for corrosion control on selective withdrawal crane be awarded, this crane will be made available to the Contractor not later than 1 August 2002. All work on the selective withdrawal crane must be completed by 3 September 2002. The completion date for this work will be extended by the number of days after this date that the crane is made available, **except to the extent that the delay results from the failure of the Contractor to execute the Contract in a timely manner.** The Contractor shall perform no corrosion control work on this crane until directed to do so by the Contracting Officer.
- 1.4.3 Cranes not scheduled for work during a construction window must be kept mobile and available for use by the Government.

## 1.5 CRANE AVAILABILITY

The 10 Ton and 65 Ton cranes will be available to the Contractor from contract award through 30 September 2002. The 75 Ton crane will be available to the Contractor from 1 June 2002 through 30 September 2002.

## 2. PERSONNEL IDENTIFICATION

### 2.1 EMPLOYEE LISTING

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to ensure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing.

### 2.2 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as an appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- |                     |              |
|---------------------|--------------|
| o Full Name         | o Height     |
| o Current Address   | o Weight     |
| o Birth Date        | o Hair Color |
| o Recent Photograph | o Eye Color  |

### 2.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday.

## 2.4 Access Control

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

## 3. UTILITY OUTAGES

Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours.

## 4. PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

END OF SECTION

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## SECTION 01025

### PAYMENT

#### PART 1 GENERAL

##### 1.1 GENERAL

The contract price shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the item in accordance with these specifications and the applicable drawings, including surveying performed by the Contractor. Payments shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

##### 1.2 PAYMENT

###### 1.2.1 ITEM 0001 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0001, All Work for Intake Gantry Crane Main Hoist Modernization, Except for Items 0002 and 0003, payment of which shall constitute full compensation for Item No. 0001, complete.

###### 1.2.2 ITEM 0002 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0002, All Work for Corrosion Control on Intake Gantry Crane, payment of which shall constitute full compensation for Item No. 0002, complete.

###### 1.2.3 ITEM 0003 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0003, All Work for Corrosion Control on Selective Withdrawal Crane, payment of which shall constitute full compensation for Item No. 0003, complete.

##### 1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

#### PARTS 2 and 3 NOT USED

# **PROGRESS PAYMENT INVOICE**

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION		2. DATE	
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)		4. CONTRACT NO. _____	
		5. INVOICE NO. _____	
6. DESCRIPTION OF WORK		7. PERIOD OF PERFORMANCE  From:  To:	
8. DISCOUNT TERMS			
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: ( ) -		10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone ( ) -	
<b>11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that</b> <b>(1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract;</b> <b>(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and</b> <b>(3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.</b>			
_____ (Signature)		_____ (Title)	
		_____ (Date)	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable):  _____ Updated Progress Chart/Schedule _____ Progress Narrative _____ Certified Payrolls (submitted weekly) _____ Safety Exposure Report _____ Updated Submittal \register _____ Progress Photos _____ Subcontractor/Employee Listings		(FOR GOVERNMENT USE ONLY)  Retainage: ____%    Amt.: \$_____  Withholdings: \$_____  Reason: _____ _____  Following items are current: As-Builts        ____ Yes    ____ No O & M Manuals    ____ Yes    ____ No 1354 Data        ____ Yes    ____ No Submittal Register    ____ Yes    ____ No	

END OF SECTION

## SECTION 01035

### MODIFICATION PROCEDURES

#### PART 1 GENERAL

##### 1.1 PROPOSED PROJECT MODIFICATIONS:

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01061

### ENVIRONMENTAL PROTECTION

#### PART 1 GENERAL

##### 1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

##### 1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

###### 1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

##### 1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

##### 1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

###### 1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated. See Paragraph 1.5 for additional requirements relating to protection of trees during excavation in the vicinity of a tree.

#### 1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

#### 1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

##### 1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

##### 1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

#### 1.4.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

State of Montana environmental regulations classify disposal sites for their respective abilities to handle various types of solid waste. Asphalt and concrete waste products are to be disposed of in licensed Class II and Class III disposal sites respectively. Contractor shall be responsible for complying with the "Montana Solid Waste Management Act" and the "Administrative Rules of Montana" concerning waste management and disposal.

#### 1.4.5 Disposal of Chemical or Hazardous Waste

Chemical or hazardous waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with Federal, State, and local regulations. Also refer to Section 02090.

#### 1.4.6 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

#### 1.4.7 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

#### 1.4.8 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

### 1.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

END OF SECTION

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## SECTION 01330

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.1 CONTROL AND SCHEDULING OF SUBMITTALS

###### 1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and provide and further develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

###### ?? Government Approved (G)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

###### ?? For Information Only

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

###### 1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

###### 1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

## 1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

### SD-01 Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

### SD-04 Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

### SD-06 Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

### SD-07 Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

### SD-08 Statements

A document, required of the Contractor, or through the Contractor from a subcontractor, supplier, installer, or manufacturer to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other quality verifications.

### SD-09 Reports

Reports of inspections or tests, including analyses and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

### SD-13 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer that a product, system or material meets specified requirements. The statement must be dated after the award of this contract and state the Contractor's name and address, project and location, and list specific requirements which are being certified.

### SD-14 Samples

Fabricated and/or unfabricated physical examples of materials, products, and/or units of work as complete units or as portions of units.

### SD-18 Records

Documentation to record compliance with technical or administrative requirements.

### SD-19 Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual.

Submittals required by the Contract Clauses and other non-technical parts of the contract are not necessarily included in this section. These type of submittals can be added to the register before or during the submittal coordination meeting.

## 1.3 APPROVED SUBMITTALS

The approval of submittals by the COR shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

## 1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

## 1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract

requirements. This procedure applies to all submittals. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams; operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Government-approval submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

### 3.2 SUBMITTAL REGISTER (ENG Form 4288)

The submittal register - ENG Form 4288 – for Divisions 1 through 16 shall be developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section. A blank form ENG 4288 are attached at the end of this specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by annotating this Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled “Item No.” and all data under “Contractor Schedule Dates” and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column “Item No.” are to be assigned sequentially starting with "1" for each specification section. DO NOT preassign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

### 3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the “Remarks” column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

### 3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both Government-approval and information-only submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not



used, the original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. These forms shall be filled in completely prior to submittal. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

### 3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG FORM 4288. The item numbers in column "Item No." of submittal register shall correspond to the item numbers on ENG Form 4025.

### 3.6 SUBMITTAL PROCEDURE

#### 3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the "Remarks" column. Submit a complete collated "reviewers copy" with one 4025 form and attachments (not originals). The remaining copies (4 for Government-approval, 2 for information-only) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

#### 3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

#### 3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as G, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

#### 3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 75 mm by 100 mm (3 by 4 inch) clear area adjacent. The title block shall contain the

subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block. Provide a blank margin of 20 mm (3/4 inch) at bottom, 50 mm (2 inches) at left, and 10 mm (1/2 inch) at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

#### 3.6.4.1 Submittals Containing Drawings Larger than 11 inch by 17 inch

For Government-approval submittals containing drawings larger than 11 inch by 17 inch, one reproducible and one blue line copy will be required to be submitted with five copies of the ENG Form 4025. The marked-up reproducible (and/or any review comments contained on the page-size comment sheet(s) at the Government's option) will be returned to the Contractor upon review. The Contractor shall provide three copies of blue line drawings (generated from the reviewed reproducible) to the Government within 10 days of Contractor's receipt of the reviewed reproducible. The Contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The Contractor shall use the marked-up reproducible to make any additional copies as needed. For information-only submittals, one reproducible and two blue line copies shall be submitted with the appropriate number of copies of ENG Form 4025.

#### 3.6.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 75 mm by 100 mm (3 inch by 4 inch) clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

### 3.7 SAMPLES REQUIRING LABORATORY ANALYSIS

See Section 01451 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing.

### 3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

### 3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL.

### 3.10 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### 3.11 GOVERNMENT APPROVED SUBMITTALS (G)

The Contractor shall submit 5 copies of G submittals with 5 corresponding 4025 forms. Upon completion of G submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See "Drawings" above for special instructions if drawings larger than size A3 (11 inch by 17 inch) are used.

#### 3.11.1 Processing of G Submittals

Submittals will be reviewed and processed as follows:

- a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.
- b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.
- c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.
- d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.
- e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

### 3.12 INFORMATION ONLY SUBMITTALS

The Contractor shall submit three copies of data and four copies of ENG Form 4025. Information-only submittals will not be returned. Government approval is not required on information-only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the

work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

### 3.12.1 Processing of Information-Only Submittals

Information-only submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Government-approval submittals. Resubmittal of nonconforming information-only submittals shall be reclassified Government-approval and shall be in five copies.

### 3.13 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:
CONTRACT NUMBER
TRANSMITTAL NUMBER _____
ITEM NUMBER _____
SPECIFICATION SECTION _____
PARAGRAPH NUMBER _____
_____ APPROVED AS SUBMITTED
_____ APPROVED WITH CORRECTIONS AS NOTED
SIGNATURE: _____
TITLE: _____
DATE _____

CONTRACTORS REVIEW STAMP  
MAXIMUM SIZE:  
3 INCHES BY 3 INCHES

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>				DATE	TRANSMITTAL NO.
<b>SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS</b> <small>(This section will be initiated by the contractor)</small>					
TO:		FROM:		CONTRACT NO.	
SPECIFICATION SEC. NO. <small>(Cover only one section with each transmittal)</small>		PROJECT TITLE AND LOCATION			
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT SPEC. PARA. NO. <small>a.</small> DRAWING SHEET NO. <small>c.</small>	FOR VARIATION CONTRACTOR USE CODE <small>b.</small> VARIATION INSTRUCTION NO. <small>d.</small> FOR CE USE CODE <small>e.</small>
<small>a.</small>	<small>b.</small>		<small>d.</small>		<small>e.</small>
REMARKS					
I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.					
NAME AND SIGNATURE OF CONTRACTOR					
<b>SECTION II - APPROVAL ACTION</b>					
ENCLOSURES RETURNED <small>(List by item No.)</small>			NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY		
			DATE		
ENG FORM 4025-R, MAR 95		EDITION OF SEP 93 IS OBSOLETE.	SHEET	OF	REVISIONS, C ETC

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A --	Approved as submitted.	E --	Disapproved (See attached).
B --	Approved, except as noted on drawings.	F --	Receipt acknowledged.
C --	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX --	Receipt acknowledged, does not comply as noted with contract requirements.
D --	Will be returned by separate correspondence.	G --	Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

## SECTION 01451

### CONTRACTOR QUALITY CONTROL

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

##### 1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

##### 1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

## 3.2 QUALITY CONTROL PLAN

### 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project manager. If the project manager and project superintendent is the same person, the CQC System Manager shall report to someone higher in the Contractor's organization than the project manager.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.



- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

## 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

## 3.4 QUALITY CONTROL ORGANIZATION

### 3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. The Contractor shall provide a CQC organization which shall be at the site

at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix		
	<u>Area</u>	<u>Qualifications</u>
a	Mechanical	Graduate Mechanical Engineer with 2 years experience or person with 5 years related experience
b	Electrical	Graduate Electrical Engineer with 2 years related experience or person with 5 years related experience

### 3.4.4 Additional Requirement

In addition to the above experience education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at AGC offices throughout the state of Washington and Oregon.

### 3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

## 3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

## 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may

be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.7.2 Testing Laboratories

#### a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing.

The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

(1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

(a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.

(b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

(1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

(2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shall be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.

(3) Steel and other construction materials. Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

(1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.

(3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel Leavell, telephone (601) 634-2496, fax (601) 634-4656, email [daniel.a.leavell@erdc.usace.army.mil](mailto:daniel.a.leavell@erdc.usace.army.mil), at the following address:

U.S. Army Corps of Engineers  
Materials Testing Center  
Waterways Experiment Station  
3909 Hall Ferry Road  
Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

<http://www.wes.army.mil/SL/MTC/mtc.htm>

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation. Cost of onsite inspections is \$2500 plus travel time and cost from Vicksburg MS. Cost of audits is \$1500. If an onsite inspection is required following an audit, the cost of the inspection shall be \$1500 plus travel time and cost. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers  
Materials Testing Center  
Waterways Experiment Station  
3909 Hall Ferry Road  
Vicksburg, MS 39180-6199  
Phone: (610) 634-2496 or (601) 634-3261

ATTN: Project \_\_\_\_\_, Contract Number \_\_\_\_\_

Coordination for each specific test, exact delivery location and dates will be made through the Area Office. If samples are scheduled to arrive at the laboratory on a weekend (after 1700 Friday through Sunday) notify the laboratory at least 24 hours in advance at (601) 634-3974 to arrange for delivery.

## 3.8 COMPLETION INSPECTION

### 3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

### 3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil



Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and

on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

Contract Number: \_\_\_\_\_ Date: \_\_\_\_\_ Rpt. No. \_\_\_\_\_

Weather: Clear \_\_ P. Cloudy \_\_ Cloudy \_\_ Rainfall \_\_ (\_\_% of workday)

Temperature during workday: High \_\_\_\_ degrees F. Low \_\_\_\_ degrees F.

<u>Contractor Name</u>	<u>No. of Workers</u>	<u>Crafts/Hours</u>	<u>Work performed</u>
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[illegible]

Type, Size, Etc.	Owned/Rented	Hours Used	Hours Standby
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3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

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4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

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5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

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6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

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CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

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CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:

\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF TEST: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE  
CONTRACTOR:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM  
HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY  
SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR  
QUALITY CONTROL INSPECTOR \_\_\_\_\_

DATE \_\_\_\_\_

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

01038/CS

Intake Gantry Crane Modernization, Libby Dam, MT

## SECTION 01501

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 GENERAL

##### 1.1 AVAILABILITY OF UTILITY SERVICES

###### 1.1.1 Water

The Government will make available to Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction.

###### 1.1.2 Electricity

Subject to available supply, reasonable amounts of electric current (at 480 volts, 3 phase, and 120 volts, single-phase) will be made available by the Government, without charge, to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor, at its own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall extend the existing electrical distribution system (overhead and underground) for temporary electrical service to the worksite, shall install and maintain necessary temporary connections, and shall remove the same prior to final acceptance of the construction

##### 1.2 SANITARY PROVISIONS

Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

##### 1.3 TEMPORARY ELECTRIC WIRING

###### 1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen.

###### 1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage

multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

### 1.3.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

## 1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

## 1.5 STAGING AREA

Contractor will be provided adequate open staging area as directed by the Contracting Officer. Area is unsecured, and Contractor shall make provisions for its own security.

Contractor shall be responsible for keeping staging area, and office area clean and free of weeds and uncontrolled vegetation growth. Weeds shall be removed by pulling or cutting to within 25 mm (1-inch) of ground level. Lawn areas shall be mown to keep growth to less than 51 mm (2-inches). All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the contractor's payment.

## 1.6 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to ensure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to ensure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

## 1.7 ELEVATED WORK AREAS



Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive fall protection system including, but not limited to, all details of guardrails. Walking on beams and/or girders and the climbing of columns is prohibited without positive protection. Perimeter guardrails shall be installed at floor, roof, or wall openings more than 6 feet above an adjoining surface. Rails shall be designed to protect all phases of elevated work. Rails shall be designed by a licensed engineer to provide adequate stability under any anticipated impact loading. As a minimum, the rails shall consist of a top rail at a height of 42 inches, a mid-rail, and a toe board. Body belts will ONLY be used for fall restraint, they will not be used for fall arrest.

## 1.8 GOVERNMENT WITNESSING AND SCHEDULING OF TESTING

The Contractor shall notify the Contracting Officer, by serial letter, of dates and agenda of all performance testing of the following systems: mechanical (including fire protection and EMCS, electrical (including fire protection)) medical and food service systems not later than 10 calendar days prior to start of such testing. In this notification, the Contractor shall certify that all equipment, materials, and personnel necessary to conduct such testing will be available on the scheduled date and that the systems have been prechecked by him and are ready for performance and/or acceptance testing. Contractor shall also confirm that all operations and maintenance manuals have been submitted and approved. **NO PERFORMANCE AND/OR ACCEPTANCE TESTING WILL BE PERMITTED UNTIL THE OPERATIONS AND MAINTENANCE MANUALS HAVE BEEN APPROVED.**

Government personnel, at the option of the Government, will travel to the site to witness testing. If the testing must be postponed or canceled for whatever reason not the fault of the government, the Contractor shall provide the Government not less than 3 working days advance notice (notice may be faxed) of this postponement or cancellation. Should this 3 working day notice not be given, the Contractor shall reimburse the Government for any and all out of pocket expenses incurred for making arrangements to witness such testing including, but not limited to airline, rental car, meal, and lodging expenses. Should testing be conducted, but fail and have to be rescheduled for any reason not the fault of the Government, the Contractor shall similarly reimburse the Government for all expenses incurred.

## 1.9 HARD HAT SIGNS

The Contractor shall provide 610 mm by 610 mm (24 by 24 inch) square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

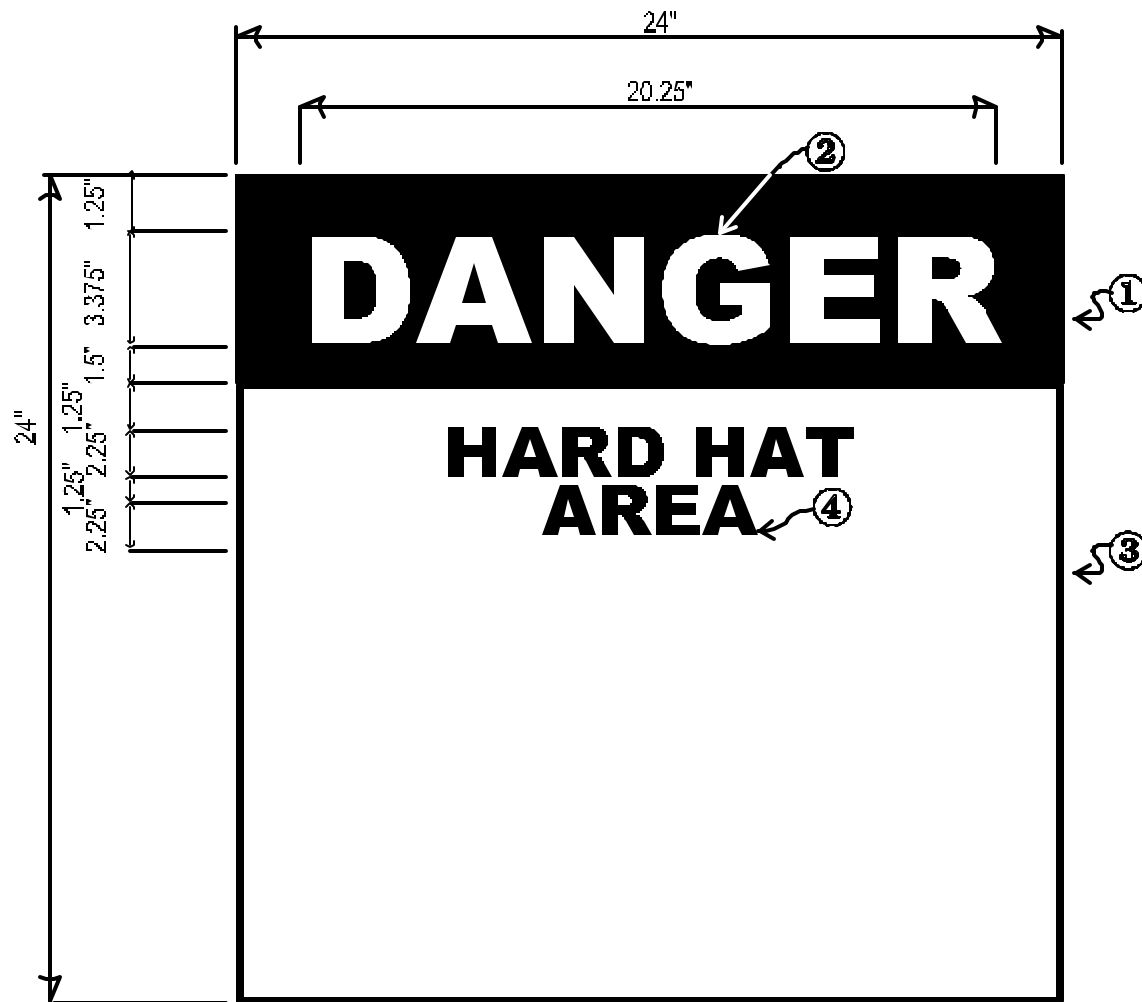
## 1.10 SAFE CLEARANCE PROCEDURES

A safe clearance system for the control of hazardous energy (lockout/tagout) is used by project personnel to ensure continuity of service and safety to personnel and equipment. The Libby Dam project personnel may require a clearance to protect either project equipment or employees from the release of hazardous energy. Any work performed which requires taking project operating equipment out of service shall be done only after a formal clearance is obtained from the Contracting Officer. The Contractor shall develop and shall be responsible for implementing the Contractor's own safe clearance procedures for the work

required for this contract. Control of hazardous energy and safe clearance procedures shall be in accordance with EM 385-1-1, US Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL. Contractor's Hazardous Energy Control Plan shall be submitted to the Contracting Officer for Government approval within 30 days of notice to proceed and in accordance with the submittal requirements of Section 01300 SUBMITTALS. Clearance shall not be violated by Contractor personnel. Any violation of safe clearance procedures will be grounds for requesting the removal of the offender(s) from the project site.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION



?? SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL

?? COLOR

1. SAFETY RED (SR)
2. WHITE
3. WHITE
4. BLACK

?? LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.

?? LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.

?? SIGNS SHALL BE POSTED AT 6' -6" (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.

LETTERING TO BE CENTERED ON PANEL.

This page is intentionally left blank.

## SECTION 01701

### OPERATIONS AND MAINTENANCE MANUALS

#### PART 1 GENERAL

##### 1.1 SUBMITTALS

Submittals shall be in accordance with SECTION 01330: SUBMITTAL PROCEDURES .

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 GENERAL

The Contractor shall provide Operation and Maintenance (O&M) manuals for the complete project as applicable under this contract, including all Contractor furnished and installed equipment, systems and materials, and all Government furnished-Contractor installed equipment, systems and materials. Included herein are requirements for compiling and submitting the O&M data. Additional O&M data requirements are specified in the individual sections of the technical specifications. O & M Manual requirements shall be coordinated with the requirements as stated in the other technical specification sections and shall include listings for spare parts, framed instructions, etc.

##### 3.1.1 PREPARATION

Manual preparation shall be under the direction of an individual or organization that has demonstrated expertise and a minimum of 3 years experience in the preparation of comprehensive and complete O&M manuals. Qualifications shall be submitted for Contracting Officer approval.

##### 3.1.2 FORMAT

3.1.2 O&M data shall be separated into distinct systems. O&M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details (see paragraph CONTENT, subparagraph b). If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required (see paragraph Binders).

3.1.3 Six copies of the complete set of manuals shall be provided for each building (as identified by a building number or building description) for multi-building projects. For those multi-building projects where the work is identical in each building, one copy of the manual is required for each building plus six additional copies. For those projects that do not have work in specific buildings, six copies of the manuals are required for the complete project. Any project may have a combination of these requirements to determine the total number of copies required.

3.1.4 The requirement for six copies of the O&M manual shall supersede and replace any requirements for a lesser amount of manuals which may be indicated in some specifications. Each set of manuals shall be tailored for its respective building or facility.

### 3.2 PRELIMINARY O&M MANUAL AND DATA SUBMITTAL

To establish and assure uniform O&M manual format, the Contractor shall submit two copies of complete set of O & M data without the binders and receive Contracting Officer approval on one (1) of the sets prior to submission of the final bound manuals. Initial O & M Manual data submittal shall be a minimum of 30 days prior to 90 percent project completion.

The Contractor shall also provide two typewritten pages representing the proposed binder marking format as required under Paragraph: Marking and Binding. One page will represent the front cover/spine and the other page will represent the inside of the front cover.

3.2.1 Data submitted for the manual are to be for the specific equipment furnished, and are in addition to that furnished as shop drawings.

3.2.2 The Contracting Officer will require thirty (30) days for review of submitted O&M manual(s) or data. The Contracting Officer will retain one copy of unacceptable O&M manual submittal and return remainder of copies to the Contractor marked "Returned for Correction." If "Returned for Correction." the Contractor shall resubmit the required number of copies of the manual(s) incorporating all comments, prior to substantial completion and/or use and possession. The Contractor may, at his option, update the copy retained by the Government in lieu of providing the added copy.

3.2.3 For equipment or systems requiring personnel training and/or acceptance testing, all O&M data needed for testing shall be approved by the Contracting Officer prior to the scheduling of the training and/or testing. O&Ms in final bound format shall be submitted in a timely manner so all manuals will be approved in the required quantity, prior to the final inspection. Failure to furnish approved, bound manuals in the required quantity by the final inspection may delay the final inspection and will be cause for the Contracting Officer to hold or adjust the retained percentage in accordance with CONTRACT CLAUSE, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.

3.2.4 Three of the six completed copies of the final O&M manuals (for each building) shall contain original manufacturer's data. Data in the remaining manuals may be duplicated copies of original data. All data furnished must be of such quality to reproduce clear, legible copies.

### 3.3 BINDERS

#### 3.3.1 Construction and Assembly

Manuals shall be sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals. The manuals shall be hardback plastic-covered, cleanable, not over 76 mm (3 inches) thick and designed for 216 mm by 279 mm (8-1/2 by 11 inch) paper. The hard cover shall be of minimum stiffness equal to 2.03 mm (0.080 inch) display board or double weight illustration board.

### 3.3.2 Marking and Binding

As appropriate, systems shall be grouped into four separate categories and bound into four volumes as follows: Mechanical, Electrical, Fire Alarm/Security, and Architectural/General.

Each binder shall have the following information, as a minimum, inscribed on both the spine and cover using an offset or silk screen printing process; "EQUIPMENT OPERATION, MAINTENANCE, AND REPAIR MANUAL;" BUILDING NAME, IDENTIFICATION NUMBER (Building No.), LOCATION, AND DISCIPLINE (MECHANICAL, ELECTRICAL, FIRE ALARM/SECURITY, ARCHITECTURAL/GENERAL). Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

### 3.3.3 Color

Color of binder and printing shall be the option of the Contractor except that; (a) printing color shall contrast with binder color, and (b) colors shall be the same for all manuals.

### 3.3.4 Content

The O&M manuals shall be structured to address each of the following topics in order for each system. When the topic does not apply to a particular system the topic name will be included in the manual with the words "DOES NOT APPLY."

a. Warning Page: A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

b. Index: Each manual shall have a master index at the front identifying all manuals and volumes and subject matter by system name for each. Following the master index, each manual shall have an index of its enclosures listing each volume, tab numbers, etc., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed fly leaf sheets shall be provided for each separate product and/or piece of equipment under each system in the manual. For example, if a system includes Air Handling Units 1 through 5, there shall be tab sheets AHU-1, AHU-2, AHU-3, AHU-4 and AHU-5. When a manual is divided into volumes, each volume shall have a master index at its front, followed by an index for the specific volume listing in detail all enclosed instructions for materials, individual pieces of equipment, and systems. All pages shall be numbered with the referenced number included in the index.

c. Description: Narrative and technical descriptions of the system and of the interrelations with other systems.

d. Check List Prior to Start Up: Precautions and prechecks prior to start up of equipment and/or system, including safety devices, monitoring devices and control sequence shall be provided.

e. Start Up and Operation: Step-by-step sequential procedures for start up and normal operation checks for satisfactory operation shall be provided. Safety precautions and instructions that should be

followed during these procedures shall be incorporated into the operating instructions and flagged for the attention of the operator. Procedures shall include test, manual or normal, and automatic modes.

f. Shutdown: Procedures for normal and emergency shutdown of equipment and/or systems shall be provided. The instructions shall include any procedures necessary for placing the equipment and/or system on standby or preparing the equipment and/or system for start up at a later time. Procedures shall include test, manual or normal, and automatic modes.

g. Operator Preventive Maintenance, Major Maintenance, and Adjustments: The instructions shall include recommended operator preventive maintenance which would normally be performed by operating personnel and adjustment procedures necessary for normal operation. Schedules shall be provided indicating time frames or operating hours for initiating operator maintenance and adjustments, and including manufacturer's recommended major maintenance requirements. Emergency adjustments shall be included and flagged for operator's attention; the instructions shall also include procedures for emergency repairs that could be performed by operating personnel. These emergency repairs or "trouble-shooting guides" shall be outlined in three columns with the following headings:

Column 1 - Trouble  
Column 2 - Probable Cause(s)  
Column 3 - Correction

h. Operator Data: The instructions shall include equipment and/or system layouts showing all piping, wiring, breakers, valves, dampers, controls, etc., complete with diagrams, schematics, isometrics, and data to explain the detailed operation and control of each individual piece of equipment and/or system, including system components. Layouts shall show the location within the facility of controls, valves, switches, dampers, etc., by reference to site location, wing designation, floor, room number, or other clear and concise directions for locating the item. Operator data may be identical to posted data and framed instructions but shall be prepared as part of the O&M manuals. All control systems operations data shall include the following:

(1) A fully labeled control schematic which details all set points, throttling ranges, actions, spans, proportional bands, and any other adjustment.

(2) A fully labeled elementary diagram (ladder diagram).

(3) A sequence of control on the diagrams cross-referenced to the control schematic and elementary diagram.

(4) A generic, functional description of each control component shown on the drawings.

(5) Catalog data of every control device.

i. Electrical Layout Drawings: The Electrical O&Ms shall include complete layout drawings and one-line diagrams of exterior and interior electrical with reference to the buildings and site layout. Drawings shall include layout of interior lighting, interior power, intrusion detection systems, communication systems and fire protection systems. Exterior layout drawings shall show where fed from, pad-mount transformer, metering, main distribution panel and communication lines. Layout drawings shall show the location within



the facility or reference to the building and the site plan. Layout drawings shall be half size contract as-built drawings and shall be inserted into plastic pockets and installed at the back of the O&Ms that pertain to that particular drawing.

j. Maintenance Procedures: Recommended procedures shall indicate preventive maintenance, lubrication, and good housekeeping practices which should be performed by operating personnel as well as more complex maintenance procedures which would normally be performed by trained maintenance personnel only. The procedures shall be presented with a schedule indicating time frames or operating hours for specific maintenance to be accomplished. Safety precautions and instructions that should be followed during these procedures shall be incorporated into the maintenance procedures and flagged for the attention of personnel. The procedures shall include necessary operating instructions for taking equipment off line, putting equipment on line, or putting equipment on standby. The instructions shall include all necessary material, equipment, and system data to perform maintenance work and shall include, but not be limited to, manufacturers/bulletins, catalogs, and descriptive data; certified performance curves, copies of approved test plans, including logs and records of performance acceptance test results, and actual adjustments made during final acceptance and inspection; system layouts, including block diagrams, wiring, control, and isometric diagrams: schematic items within the facility; and interrelationships with other items of system.

k. Repairs: Repair procedures shall be presented with a step-by-step procedure for locating and correcting the trouble. A "shop manual" may be used for this purpose. Repair procedures shall be keyed to a troubleshooting guide outlined in three columns with the following headings:

Column 1 - Trouble

Column 2 - Probable Cause(s)

Column 3 - Correction

The procedures shall clearly indicate a major repair activity which should only be performed in a shop or factory versus normal repair work that may be performed onsite or with equipment online. The procedures shall also clearly indicate the limit of repair work that may be performed by Government personnel during the warranty period without voiding warranty provisions. Safety precautions and instructions that should be followed during these procedures shall be incorporated into the repair procedures and flagged for the attention of personnel.

l. Tools: The Contractor shall provide one of each nonstandard tool, test instrument, and gauge necessary for performing maintenance and repair work. A nonstandard tool, test instrument, or gauge is defined as an item normally supplied by the manufacturer for the equipment operation or maintenance. The Contractor shall prepare a master list of such items for all equipment and systems and shall key maintenance and repair procedures to this list. The above referenced items for performing maintenance and repair work shall be provided for each individual facility of multifacility projects.

m. Parts and Supplies: A complete list of parts and supplies shall be provided with the maintenance instructions. The list shall include all parts and components of individual pieces of equipment, and all parts and components of each system and shall identify such items as description of part, model number, circuit or component identification, etc. Parts and supplies lists shall be included within each volume of maintenance instructions. Further, a master list of spare parts and supplies recommended from each manufacturer for 1 year of operation, including source of supply, shall be sublisted with each instruction.

(1) Availability: The Contractor shall list the sources of supply for all parts and supplies, including name of supplier/manufacturer, address, and telephone number. If the parts and supplies are not normally stocked locally, (within 6 hours travel time, round trip by surface transportation) necessary procurement time shall also be a part of the listing.

(2) Spare Parts: The Contractor shall provide those spare parts and supplies that are specified in the TECHNICAL SPECIFICATIONS and those which are normally provided with the equipment or material item. A separate master list shall be provided for these items upon turnover to the Government of the parts and supplies.

n. Maintenance Schedule: A separate schedule of all required periodic maintenance shall be included. This schedule shall list by frequency of occurrence all lubricants and special adjustments required. The types and amounts of lubrication must be specified. The Contractor shall verify that the furnished maintenance schedule agrees with the published manufacturer's data.

#### 3.3.4.1 Architectural/General O&M:

(1) Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products. Data shall include, but not be limited to, information on carpet, floor tile, vinyl wall finishes, builder's hardware, etc.

(2) Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

(3) Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

(4) Additional Requirements: As specified in individual specifications sections.

#### 3.3.4.2 Warranties:

In addition to the general warranty required by the contract, the O&M manuals shall include any specific warranties required by other sections of the TECHNICAL SPECIFICATIONS and other warranties normally provided with the particular piece of equipment or system. Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted. The O&M manuals shall also include a specific warranty section itemizing all standard and extended warranty items. The warranty list shall be as indicated below. Warranties will not begin until the facility is accepted by the Contracting Officer. Copy of warranty shall be included in the manual.

## WARRANTY INFORMATION

Project Title  
Contract Number

General Contractors Name, Phone Number

<u>ITEM DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>O &amp; M REFERENCE LOCATION</u>
-------------------------	-------------------	-----------------	-------------------------------------

(in alphabetical  
order)

Descriptive Name,  
Manufactures/  
Warrantors Name  
Address & Phone No.

### 3.3.4.3 Installed Equipment Lists:

A copy of the completed Equipment in Place forms required in Section 01705 EQUIPMENT-IN-PLACE -LIST shall be included in the manual. The completed forms shall be located at the front of the catalog and O&M data for the equipment listed on the form.

### 3.3.4.4 Data Layout:

(1) Data Identification: Catalog data shall be marked to clearly identify pertinent data by highlighting the data with pointers or crossing out all nonpertinent data.

(2) Drawings: All drawings bound in the manuals shall be of such size that will require only one fold made right to left. All larger size drawings shall be inserted into a separate pocket in the required location in the manual. All drawings shall be of microfilm quality.

(3) Posted Data: The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by other Technical Specifications sections. The data shall consist of as-built schematics of all wiring, controls, piping, etc., as necessary for the operation of the equipment or system, and a condensed typewritten description of the system. The posted data may include approved shop drawings, layout drawings, riser, and block diagrams and shall indicate all necessary interrelation with other equipment and systems. The data may be presented in one or several frames, under glass or sheet acrylic glazing, for clarity and convenience of location. The framed data presentation and outline shall be acceptable to and posted at locations designated by the Contracting Officer. The data shall be posted before personnel training or performance testing acceptance for the related items of equipment or system.

(4) Framed Instructions: Typewritten instructions, framed under glass or sheet acrylic glazing, explaining equipment or system prestart checkout, startup, operations and shutdown procedures, safety precautions, preventive maintenance procedures, and normal operation checks for satisfactory performance of the equipment of systems shall be posted in conjunction with the posted data. The framed instructions may be presented in one or several frames for clarity and convenience of location. The

instruction presentation and outline shall be acceptable to the Contracting Officer prior to posting, and shall be posted at locations designated by the Contracting Officer. All framed instructions shall be posted before personnel training or performance testing acceptance commences for the related item of equipment or system.

### 3.3.5 Payment

No separate payment will be made for the preparation and submittal of O&M manuals. All costs incurred by the Contractor in the preparation and submittal of O&M manuals shall be considered as part of the price for the equipment and included in the contract price. Approval and acceptance of the final O&M manuals shall be accomplished before final payment is made to the Contractor.

### 3.3.6 Checklist

Contractor shall complete and initial a copy of the O&M Manual Check List which is provided at the end of this section, and forwarded along with ENG form 4025 as part of the O&M Manual submittal to the Contracting Officer for approval.

## O&M MANUAL - REVIEW CHECKLIST

- \_\_\_ Does the manual cover all equipment furnished under the contract? (Review against equipment schedules on the drawings and/or equipment submittals.)
- \_\_\_ Does the manual clearly highlight all relevant portions or cross out all irrelevant portions of catalog data?
- \_\_\_ Does the manual contain operations data for the equipment? (Step-by-step operating instructions, start up procedures, sequences of operation, precautions.)
- \_\_\_ Does the manual contain maintenance and repair data for the equipment? (Lubrication, dismantling, assembly, adjustment, troubleshooting.)
- \_\_\_ Does the manual contain a separate maintenance schedule listed by frequency of occurrence?
- \_\_\_ Does the manual contain parts lists or parts catalogs for the equipment? Parts catalog or list shall contain identification, part numbers, recommended parts to be stocked, and local source of parts.
- \_\_\_ Does the manual contain electrical connection diagrams?
- \_\_\_ Does the manual contain control and interlock system diagrams where applicable?
- \_\_\_ Is every page in the manual numbered and an index provided for ready reference to the data?
- \_\_\_ Is the cover hard (nonflexible) with the facility name, identification number, location, and system embossed on both the spine and cover? Is the Contractor's name and address, and the contract title and contract number embossed on the inside of the manual cover?
- \_\_\_ Is the binding screw posts or sliding post?
- \_\_\_ Is any of the data in the manual under the binding where it cannot be seen?
- \_\_\_ Do three sets of manuals contain all original data sheets and are others clearly legible?
- \_\_\_ Are system layout drawings provided? (Simplified diagrams for the system as installed.)
- \_\_\_ Are all drawings in the manual of such a size that requires one fold right to left, or if a larger size drawing, then inserted into a pocket in the manual?

Note that the above are common requirements to all contracts. Check the specific contract for additional information.

END OF SECTION

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## SECTION 01702

### AS BUILT RECORDS AND DRAWINGS

#### PART 1 GENERAL

##### 1.1 SUBMITTALS

Data listed in PART 3 of this section shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES. Due dates shall be as indicated in applicable paragraphs and all submittals shall be completed before final payment will be made.

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 AS-BUILT FIELD DATA

###### 3.1.1 General

The Contractor shall keep at the construction site two complete sets of full size blueline prints of the contract drawings, reproduced at Contractor expense, one for the Contractor's use, one for the Government. During construction, both sets of prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

- a. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions and/or survey coordinates to permanent features.
- b. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
- c. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
- d. Correct elevations if changes were made in site grading from the contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- f. The topography and grades of all drainage installed or affected as part of the project construction.
- g. All changes or modifications from the original design and from the final inspection.
- h. Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.

These deviations shall be shown in the same general detail utilized in the contract drawings. Marking of the prints shall be pursued continuously during construction to keep them up to date. In addition, the Contractor shall maintain full size marked-up drawings, survey notes, sketches, nameplate data, pricing information, description, and serial numbers of all installed equipment. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

### 3.1.2 Submittal of the As-Built Field Data

Two sets of the As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 20 calendar days prior to the date of final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings for backcheck to the Contracting Officer within 10 calendar days of receipt. When submitted drawings are accepted, one set of marked drawings will be returned to the Contractor for the completion of the as-built drawings.

## 3.2 AS-BUILT ELECTRONIC FILE DRAWINGS

3.2.1 No earlier than 30 days after award the Government will have available for the Contractor one set of MicroStation electronic file format contract drawings to be used for preparation of as-built drawings. The electronic file drawings will be available on either 89 mm (3-1/2 inch) 1.44 MB floppy disks or ISO-9660 CD-ROM, as directed by the Contracting Officer. The Contractor has 30 days after the receipt of the electronic file to verify the usability of the MicroStation files, and bring any discrepancies to the attention of the Contracting Officer. Any discrepancies will be corrected within 15 days and files returned to the Contractor. The Contractor shall incorporate all deviations from the original contract drawings as recorded in the approved 'As-built Field Data' (see paragraph 3.1.2). The Contractor shall also incorporate all the written modifications to the contract drawings which were issued by amendment or contract modification. All revisions and changes shall be incorporated, i.e. items marked "deleted" shall be deleted, clouds around new items shall be removed, etc. The drafting work shall be performed by Certified Engineering Technicians and/or individuals with a minimum of 5 years drafting experience. The names and qualifications of these individuals shall be submitted in writing to the Contracting Officer for approval.

3.2.2 No later than 30 days after final acceptance a complete set of as-built drawings shall be submitted in MicroStation electronic file format. The electronic file format, layering standards and submittal requirements are specified in paragraphs below. The as-built drawings shall be done in a quality equal to that of the originals. Line work, line weights, lettering, and use of symbols shall be the same as the original line work, line weights, and lettering, and symbols. If additional drawings are required they shall be prepared in electronic file format under the same guidance. When final revisions have been completed, each drawings shall be identified with the words "AS-BUILT" in block letters at least 3/8-inch high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest revision notation.



### 3.2.3 Electronic File Submittal Requirements

3.2.3.1 The MicroStation electronic file(s) deliverable shall be in MicroStation 'DGN' binary format. All support files required to display or plot the file(s) in the same manner as they were developed shall be delivered along with the files. These files include but are not limited to Font Libraries, Pen Tables, and Referenced files.

3.2.3.2 Layering shall conform to the guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines", Copyright 1990. An explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines shall be provided with each submittal.

3.2.3.3 Electronic File Deliverable Media: All electronic files shall be submitted on MS-DOS FAT or extended FAT format 89 mm (3 1/2 inch) 1.44 MB floppy disks or ISO 9660 format CD-ROM, as directed by the Contracting Officer. A complete set of electronic files shall be submitted along with one complete set each of full size mylar drawings and paper drawings taken from the disk. See paragraph 3.2.4 below. Each floppy disk shall be clearly marked with typewritten self-adhesive disk labels which shall contain the following information: Contractor's firm name, project name and location, submittal type (AS-BUILT), the name of each file contained within the disk or archive file, the format and version/release number of each file, a disk number indicating the numeric sequence of the disk in the submittal along with the total number of disks in the submittal, and date the disk was made. If submittal is made on CD-ROM, only the Contractor's firm name, project name and location, submittal type (AS-BUILT) and date will be required. Each submittal shall be accompanied by a hard copy transmittal sheet that contains the above information along with a tabulated information about each file, as shown below:

<u>Electronic File Name</u>	<u>Plate Number</u>	<u>Drawing Title</u>
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Electronic version of the table shall be included with each submittal set of disks.

### 3.2.4 Submittal of the Final As-Built Drawings

The final as-built record drawings shall be completed and returned together with the approved preliminary as-built drawings to the COE, Seattle District Office, Technical Branch, Records and Information Section, within 30 calendar days of final acceptance. All drawings from the original contract drawings set shall be included, including the drawings where no changes were made. The Government will review all final as-built record drawings for accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The drawings will be returned to the Contractor if corrections are necessary. The Contractor shall make all corrections and shall return the drawings to the same office within 7 calendar days of receipt.

3.3 One set of marked-up as-built blueline prints shall be furnished at the time of system acceptance testing. These as-built blueline prints shall be in addition to the submittals of marked-up as-built blueline prints specified elsewhere in the contract.

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END OF SECTION

## SECTION 01703

### WARRANTY OF CONSTRUCTION

#### PART 1 GENERAL

##### 1.1 SUBMITTALS

Submittals shall be made in accordance with SECTION 01330: SUBMITTAL PROCEDURES. Submittal dates shall be as defined in PART 3 of this section.

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 WARRANTY OF CONSTRUCTION (APR 1994) (FAR52.246-21):

3.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 3.1.9 of this Clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

3.1.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

3.1.3 The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:

- a. the Contractor's failure to conform to contract requirements or
- b. any defect of equipment, material, workmanship, or design furnished.

3.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

3.1.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage. The Contractor shall furnish, and maintain, a 24 hour emergency telephone number as the point of contact. For failures, defects, or damage causing loss of power, heating, air conditioning or air distribution the Contractor shall respond and mitigate the problem within 4 hours and twenty four (24) hours for all other systems.

3.1.6 If the Contractor fails to remedy any failure, defect, or damage within 5 working days after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

3.1.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- a. obtain all warranties that would be given in normal commercial practice;
- b. require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- c. enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

3.1.8 In the event the Contractor's warranty under paragraph 3.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.1.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

3.1.10 This warranty shall not limit the Government's rights under the Inspection of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.

## 3.2 ADDITIONAL WARRANTY REQUIREMENTS

### 3.2.1 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of the Paragraph: WARRANTY OF CONSTRUCTION. Communication procedures for the Contractor notification of warranty defects, priorities with respect to the type of defect and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this time. The Contractor will furnish the name, telephone number and address of the service representative which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any Contractual responsibilities in connection with the paragraph WARRANTY OF CONSTRUCTION.

NOTE: Local service area is defined as the area in which the Contractor or his representative can meet the response times as described in paragraph WARRANTY OF CONSTRUCTION and in any event shall not exceed 200 miles radius of the construction site.

### 3.2.2 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which is Contractor installed. (Same equipment as listed on the Equipment-In-Place List required under Section 01705 EQUIPMENT-IN-PLACE LIST).

The tags and information shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and shall be installed in a position that is easily noticeable. If the equipment surface is not suitable for adhesive back tags, the Contractor shall submit an alternative to the Government for review and approval. Contractor furnished equipment that has differing warranties on its components will have each component tagged/identified. ). Lettering on the tags shall be block-type upper case and easily readable. Tags shall be similar in format to the following:

EQUIPMENT WARRANTY	
CONTRACTOR FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
CONTRACTOR NAME _____	
CONTRACTOR ADDRESS _____	
CONTRACTOR PHONE NO. _____	
DATE WARRANTY EXPIRES _____	
IN CASE OF WARRANTY ACTION FIRST CONTACT (Point of contact, including name and telephone number.)	

EQUIPMENT WARRANTY	
GOVERNMENT FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
DATE EQUIPMENT PLACED IN SERVICE _____	

In the case of equipment repaired or replaced by the Contractor during the warranty period, the Equipment Warranty tag shall be replaced or updated, as applicable, to indicate the scope of the repair/replacement and the new warranty expiration date in accordance with paragraph WARRANTY OF CONSTRUCTION.

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END OF SECTION

SECTION 02090

LEAD-PAINT REMOVAL

PART 1 GENERAL

1.1 DESCRIPTION

This section specifies removal and disposal of lead-based paint (LBP) and controls needed to limit occupational and environmental exposure to lead hazards.

1.2 RELATED WORK

Section 09900, PAINTING

1.3 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

CFR 29 Part 1910.....Occupational Safety and Health Standards  
CFR 29 Part 1926.....Safety and Health Regulations for Construction  
CFR 40 Part 260.....Hazardous Waste Management System: General  
CFR 40 Part 261.....Identification and Listing of Hazardous Waste  
CFR 40 Part 262.....Standards Applicable to Generators of Hazardous Waste  
CFR 40 Part 263.....Standards Applicable to Transporters of Hazardous Waste  
CFR 40 Part 268.....Land Disposal Restrictions  
CFR 49 Part 172.....Hazardous Material Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements  
CFR 49 Part 178.....Specifications for Packaging

National Fire Protection Association (NFPA)

NFPA 701-1996.....Methods of Fire Test for Flame-Resistant Textiles and Films

Underwriters Laboratories (UL)

UL 586-1996.....High-Efficiency, Particulate, Air Filter Units

American National Standards Institute

Z9.2-1979 (R1991)....Fundamentals Governing the Design and Operation of Local Exhaust Systems  
Z88.2-1992.....Respiratory Protection

ENGINEERING MANUALS

EM 385-1-1 .....U.S. Army Corps of Engineers Safety and Health Requirements Manual (3 September 1996)

#### 1.4 DEFINITIONS

##### Action Level

Employee exposure, without regard to use of respirations, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, "30 micrograms per cubic meter of air" refers to the action level.

##### Area Monitoring

Sampling of lead concentrations within the lead control area and inside the physical boundary that is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.

##### Physical Boundary

Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area."

##### Certified Industrial Hygienist (CIH)

As used in this section, refers to an Industrial Hygienist employed by the Contractor and certified by the American Board of Industrial Hygiene in comprehensive practice.

##### Change Rooms and Shower Facilities

Rooms within the designated physical boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross-contamination.

##### Competent Person

A person capable of identifying lead hazards in the work area who is authorized by the contractor to take corrective action.

##### Decontamination Room

Room for removal of contaminated personal protective equipment (PPE).

##### Eight-Hour Time Weighted Average (TWA)

Airborne concentration of lead that an employee is exposed to, as averaged over an 8-hour workday.

##### High Efficiency Particulate Air (HEPA) Filter Equipment

HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3-micron size particles.

##### Lead

Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.

##### Lead Control Area

An enclosed area or structure with full containment to prevent the spread of lead dust, paint chips, or debris of lead-containing paint



removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.

#### Lead Permissible Exposure Limit (PEL)

Fifty micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR 1910.1025. If an employee is exposed for more than 8 hours in a work day, the PEL shall be determined by the following formula.  $PEL = 400 \text{ micrograms/cubic meter of air/hrs worked per day.}$

#### Personnel Monitoring

Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 150 to 225 mm (6 to 9 inches) and the center at the nose or mouth of an employee.

### 1.5 QUALITY ASSURANCE

#### 1.5.1 Medical Examination

Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1926.62(I)(1)(i) and (ii). The examination shall not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62(I) without the last year.

#### 1.5.2 Medical Records

Maintain complete and accurate medical records of employees in accordance with 29 CFR 1910.20.

#### 1.5.3 CIH Responsibilities

The Contractor shall employ a certified Industrial Hygienist who will be responsible for the following:

1. Certify Training.
2. Review and approve lead-containing paint removal plan for conformance to the applicable referenced standards.
3. Inspect lead-containing paint removal work for conformance with the approved plan.
4. Direct monitoring
5. Ensure work is performed in strict accordance with specifications at all times.
6. Ensure hazardous exposure to personnel and to the environment is adequately controlled at all times.

#### 1.5.4 Training

Train each employee performing paint removal, disposal, and air sampling operations prior to the time of initial job assignment, in accordance with 29 CFR 1926.62.

#### 1.5.5 Training Certification

Submit certificates signed and dated by the CIH and by each employee stating that the employee has received training.

#### 1.5.6 Respiratory Protection Program

Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 6 months thereafter as required by 29 CFR 1926.62. Establish and implement a respiratory protection program as required by 29 CFR 1910.134, 29 CFR 1910.1025, and 29 CFR 1926.62.

#### 1.5.7 Hazard Communication Program

Establish and implement a Hazard Communication Program as required by 29 CFR 1910.1200.

#### 1.5.8 Hazardous Waste Management

The Hazardous Waste Management plan shall comply with applicable requirements of federal, state, and local hazardous waste regulations and address each of the following:

1. Identification of hazardous wastes associated with the work.
2. Estimated quantities of wastes to be generated and disposed of.
3. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact. Furnish two copies of EPA hazardous waste permits and EPA Identification numbers.
4. Names and qualifications (experience and training) of personnel who will be working on site with hazardous wastes.
5. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
6. Spill prevention, containment, and cleanup contingency measures to be implemented.
7. Work plan and schedule for waste containment, removal, and disposal. Wastes shall be cleaned up and containerized daily.

8. Cost for hazardous waste disposal according to this plan.

#### 1.5.9 Safety and Health Compliance

In addition to the detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1910.1025. Submit matters regarding interpretation of standards to the Contracting Officer for resolution before starting work. Where specification requirements and the referenced documents vary, the most stringent requirements shall apply.

#### 1.5.10 Preconstruction Conference

Along with the CIH, meet with the Contracting Officer to discuss in detail the lead-containing paint removal work plan, including work procedures and precautions.

#### 1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

##### SD-01 Data: G

1. Manufacturer's Catalog Data  
Vacuum filters  
Respirators
2. Instructions  
Paint removal materials, including applicable material safety data sheets.

##### SD-08 Statements and Certifications: G

1. Qualifications of CIH  
Submit name, address, and telephone number of the CIH selected to perform responsibilities in paragraph entitled "CIH Responsibilities." Provide previous experience of the CIH. Submit documentation that the Industrial Hygienist is certified by the American Board of Industrial Hygiene in comprehensive practice, including certification number and date of certification/recertification.
2. Testing Laboratory  
Submit the name, address, and telephone number of the testing laboratory selected to perform the monitoring, testing, and reporting of airborne concentrations of lead. Provide proper documentation that persons performing the analysis have been judged proficient by

successful participation within the last year in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program. The laboratory shall be accredited by the American Industrial Hygiene Association (AIHA). Provide AIHA documentation along with date of accreditation/reaccreditation.

3. Contractor Pre-qualification

The contractor shall have a current QP-2 certification from The Society for Protective Coatings, SSPC.

4. Lead Paint Removal Plan

This is a lead paint removal job and will require the submission of a detailed lead paint removal plan. The lead paint removal plan shall include the contractor's procedures for worker protection, environmental protection, and the handling of waste generated from the removal of lead-based paint. The plan should name the on-site competent person and outline the environmental and worker protection measures planned for the job. The Corps of Engineers is the generator and will supply the appropriate generator EPA identification number.

- a. Submit a detailed job-specific plan of the work procedures to be used in the removal of lead-containing paint. If a containment area is to be used, the plan shall include a sketch showing the location, size, and details of lead control areas, containment structures and devices, location and details of decontamination rooms, change rooms, shower facilities, mechanical ventilation system, and lead-dust waste storage and transfer areas. If a containment system will not be used, the plan shall include details of the grinder, needle gun, and/or sanders, with HEPA vacuum attachment, methods for changing HEPA filters, and lead dust waste storage and transfer areas.
- b. Include in the plan, as applicable, contractor's procedures for ensuring that site workers will not be exposed to lead dust. Procedures shall address hand washing, eating, drinking, smoking, and restroom procedures; interface of trades; sequencing of lead-related work; spill control plan; collected wastewater and paint debris management and disposal plan; air sampling plan; respiratory protection; other protective equipment, including protection against working at heights, slipping, and high-pressure water blasting; a job hazard analysis; and a detailed description of the method of containment of the operation to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.
- c. In the Spill Control portion on the plan, include procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under state or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. The Spill Control Plan will include the name of the individual responsible for implementing and

supervising containment and cleanup, the training of the cleanup personnel, materials and equipment to be kept at the job site and immediately available for cleanup, the methods and procedures to be used for cleanup, and the name of the individual who will report any spills or hazardous substance releases. In addition, the plan will include the name of the Contracting Officer required to receive notification of any spill, along with the identity and phone numbers of governmental agencies requiring notification by the Contractor in the event of a reportable spill.

- d. In the Air Sampling portion on the plan, include air sampling training and strategy, sampling methodology, frequency, duration of sampling, and qualifications of air sampling personnel.
- 5. Field Test Reports  
Monitoring Results: Submit monitoring results to the Contracting Officer within 3 working days, signed by the individual performing the air monitoring, the individual that analyzed the sample, and the CIH.
- 6. Records
  - a. Completed and signed hazardous waste manifest from treatment or disposal facility
  - b. Certification of Medical Examinations
  - c. Employee training certification
  - d. Daily waste generation and accumulation records.
  - e. Drum and storage container tracking records.
  - f. Air monitoring records
  - g. Clearance documentation following lead removal activities.

#### 1.7 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable federal, state, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occur during construction.

### PART 2 PRODUCTS

#### 2.1 PAINT REMOVAL PRODUCTS

Submit manufacturers data sheets and applicable Material Safety Data Sheets for all paint removal products and equipment to be used in lead paint removal work.

### PART 3 EXECUTION

### 3.1 PROTECTION

#### 3.1.1 Notification

Notify the Contracting Officer 20 days before the start of any paint removal work.

#### 3.1.2 Lead Control Area Requirements

1. Establish a restricted-entry lead control area whenever lead-containing paint removal operations will be performed.
2. If an area containment system is to be used, contain removal operations by the use of a negative pressure full containment system with at least one change room and with HEPA filtered exhaust.
3. If water is used for washing the structure or removing lead, provide for capture, recovery,- containment/storage, and proper disposal of spent - wash water.

#### 3.1.3 Protection of Existing Work to Remain

Perform paint removal work without damage or contamination of adjacent areas. Where existing work is damaged or contaminated, restore work to its original condition.

#### 3.1.4 Boundary Requirements

Provide physical boundaries around the lead control area by roping off the area or providing curtains, portable partitions, or other enclosures to ensure that airborne concentrations of lead will not reach 30 micrograms per cubic meter of air outside of the lead control area.

#### 3.1.5 Heating, Ventilating, and Air Conditioning (HVAC) Systems

Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the lead control areas. Seal intake and exhaust vents in the lead control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead control area.

#### 3.1.6 Change Room and Shower Facilities

Provide clean change rooms and shower facilities within the physical boundary around the designated lead control area in accordance with requirements of 29 CFR 1926.62.

#### 3.1.7 Mechanical Ventilation System

1. Use adequate ventilation to control personnel exposure to lead in accordance with 29 CFR 1926.57.
2. To the extent feasible, use local exhaust ventilation connected to HEPA filters or other collection systems, approved by the industrial

hygienist. Local exhaust ventilation systems shall be designed, constructed, installed, and maintained in accordance with ANSI Z9.2.

3. If air from exhaust ventilation is recirculated into the work place, the system shall have a HEPA filter with reliable back-up filter and controls to monitor the concentration of lead in the return air and to bypass the recirculation system automatically if it fails. Air may be recirculated only where exhaust to the outside is not feasible.

#### 3.1.8 Personnel Protection

Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been given appropriate training and protective equipment.

#### 3.1.9 Warning Signs

Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

#### 3.1.10 Protection of Water and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface waters or harm to wildlife. Wastewater derived from paint removal activities will not be discharged to the environment. Secondary containment will be constructed beneath over-water portions of the work to effectively capture and contain any leakage of wastewater from the primary containment.

### 3.2 WORK PROCEDURES

#### 3.2.1 Limit Exposure to Lead

Perform removal of lead-containing paint in accordance with approved lead paint removal plan. Use procedures and equipment required to limit occupational and environmental exposure to lead. Dispose of removed paint chips and associated waste in compliance with Environmental Protection Agency (EPA), federal, state, and local requirements.

#### 3.2.2 Personnel Exiting Procedures

Whenever personnel exit the lead control area, they shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:

1. Use HEPA vacuum to vacuum themselves off.
2. Remove protective clothing, and place disposable clothing in an approved impermeable disposal bag.

3. Wash hands and face before eating and drinking anything. Shower as soon after shift ends as possible.
4. Change to clean clothes before leaving the - job site.

### 3.2.3 Monitoring

Monitoring of airborne concentrations of lead shall be in accordance with 29 CFR 1910.1025 and as specified herein. Air monitoring, testing, and reporting shall be performed by a CIH or another trained individual operating under the direction of the CIH.

1. The CIH or air sampling designee shall be on the job site directing the monitoring and inspecting the lead paint removal work to ensure that the requirements of the Contract have been satisfied during the entire lead paint removal operation.
2. The CIH or air sampling designee shall collect personal air monitoring samples on employees who are anticipated to have the greatest risk of exposure, as determined by the CIH. In addition, take air monitoring samples on at least 25 percent of the work crew or a minimum of two employees, whichever is greater, during each work shift.
3. Submit results of air monitoring samples, signed by the CIH, within 24 hours after the air sample results are obtained from the testing laboratory. Notify the Contracting Officer immediately of exposure to lead at or in excess of the action level inside or outside of the lead control area.

### 3.2.4 Monitoring during Paint Removal Work

1. Perform personal and area monitoring for lead during the entire paint removal operation. Sufficient area monitoring shall be conducted at the boundary of the lead control area to ensure unprotected personnel are not exposed above the action limit-. As a minimum, conduct area monitoring daily on each shift in which lead paint removal operations are performed in areas immediately adjacent to the lead control area. If the lead levels outside the boundary equal or exceed the action limit, work shall be stopped and the Contractor shall immediately correct the condition(s) causing the increased levels and notify the Contracting Officer immediately of steps taken to reduce exposures.
2. If work has been stopped because of measured lead levels, the CIH shall promptly review the sampling data - to determine if observed and measured conditions require any further change in work methods. Removal work shall only resume after approval is given by the CIH. The Contractor shall control the lead level outside of the work boundary to below the action limit at all times.
3. At least one sample on each shift shall be taken on the downwind side of the lead control area. If adjacent areas are contaminated, clean and visually inspect contaminated areas. The CIH shall certify that the area has been cleaned of lead contamination.



### 3.3 LEAD-CONTAINING PAINT REMOVAL

Perform paint removal in lead control areas using methods that prevent the uncontrolled spread of lead-containing paint or dust from the lead control area. Collect paint residue for disposal in accordance with EPA, state and local requirements.

Lead paint removal and priming are only required for corroded areas and areas exposed by equipment removal. The total surface area for lead paint removal and priming is estimated to be less than 10% of the painted crane surface area. Complete surface preparation (not including lead paint removal) is required in preparation for the final painting of the entirety of both cranes.

### 3.4 CLEANUP AND DISPOSAL

#### 3.4.1 Cleanup

Maintain surfaces of the lead control area free of accumulations of paint chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to cleanup the area. At the end of each shift and when the paint removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and wet mopping the area.

#### 3.4.2 Certification

The CIH shall certify in writing that the inside and outside the lead control area air monitoring samples are less than 30 micrograms per cubic meter of air, the respiratory protection for the employees was adequate, the work procedures were performed in accordance with 29 CFR 1926.62, and that there were no visible accumulations of lead-contaminated paint and dust on the worksite. Do not remove the lead control area or roped-off boundary and warning signs before the Contracting Officer's receipt of the CIH's certification. Reclean areas showing dust or residual paint chips.

#### 3.4.3 Disposal

1. Collect and store solid lead-contaminated waste, dust, scrap, debris, bags, plastic, containers, equipment, and clothing and into U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums. Properly label the containers in accordance with 29 CFR 1926.62. Identify the type of waste (49 CFR 172) and the date wastes were first put into the drum. Obtain and complete Uniform Hazardous Waste Manifest forms.
2. Comply with land disposal restriction notification requirements as required by 40 CFR 268:
  - a. At least 14 days before delivery, notify the Contracting Officer, who will arrange for job site inspection of the drums and manifests.

- b. As necessary, make lot deliveries of hazardous wastes to an EPA-approved Hazardous Waste Disposal Facility to ensure that drums do not remain on the jobsite longer than 90 calendar days from the start date affixed to each drum.
  - c. The Contracting Officer or an authorized facility representative will assign an area for interim storage of waste-containing drums.
  - d. Handle, store, transport, and dispose of lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265.
- 3. Collect and store wastewater derived from lead removal activities into suitable storage containers for eventual transportation to an EPA-approved treatment, storage, and disposal facility.
  - 4. Hazardous materials and wastes, including wastewater, shall be protected from the weather and from spillage, and shall not be disposed of or released, either intentionally or unintentionally, to the ground, air, into storm or sanitary sewers, or to open water courses.

#### 3.4.5 Disposal Documentation

Submit written evidence that the Hazardous Waste Disposal Facility is approved for lead disposal by the EPA and state or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262.

#### 3.4.6 Nonhazardous Waste Disposal

The Contractor shall collect and transport all solid and liquid waste not otherwise considered hazardous off government property and dispose in compliance with applicable federal, state, and local laws, as well as with facility rules. Facility waste disposal containers are not to be used by Contractor.

END OF SECTION

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Modernization  
Libby Dam  
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## SECTION 09900

### PAINTING, GENERAL

#### PART 1 GENERAL

##### 1.1 SCOPE

This section will describe the preparation of painted and corroded steel surfaces for spot priming and the application of a new protective coating system. The area to be repainted is the exterior of the structural steel, walkways, machinery and electrical enclosures, hand rails and ladders that were previously painted on the selective withdrawal and intake cranes on the Libby Dam. The existing paint is a vinyl type that used a red lead primer with a high lead content.

##### 1.2 RELATED WORK

Section 02090, LEAD-PAINT REMOVAL

##### 1.3 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM Volume 06.01                      Paint

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Volume 1                              Good Painting Practice

SSPC Volume 2                              Systems and Specifications

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

RPO 287-93                              Field Measurement of Surface Profile by use of  
replica tape

##### 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Paint: G

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Technical data on the paint system selected, methods and equipment proposed for the removal of lead containing paint, application instructions and MSDS for protective coating products, and estimated work schedule.

#### 1.5 MATERIALS

The materials used shall be from one of the approved manufactures or a pre-approved equal. The same company shall manufacture all coatings applied in a system. The products shall be supplied to the job in new unopened containers that are clearly labeled and accompanied by MSDS.

#### 1.6 SAFETY AND HEALTH

Work shall comply with federal, state and local laws and regulations and be in compliance with the contractor's accident prevention plan. This plan should include a fall protection plan, respirator use plan, and hazardous material handling plan.

### PART 2 PRODUCTS

#### 2.1 PAINT

All paints used on this job shall be manufactured and supplied by one of the following or equal:

ICI-Devoe Coatings, Industrial  
Tnemec Co., Inc.  
Sherwin Williams, Industrial  
Wasser High Tech Coatings a division of WATTYL

#### 2.2 PAINT SYSTEMS

##### 2.2.1 ICI-Devoe Coatings:

Contact, Stan Osborne, Phone 253-473-9038

Spot Prime - Multi-Purpose Epoxy Mastic 231, 4-8 mils, DFT  
Overcoat - Multi-Purpose Epoxy Mastic 231, 3-4 mils, DFT  
Finish - Devthane 379 UVA, 2-3 mils, DFT

##### 2.2.2 Tnemec Co., Inc.:

Contact, Scott McConnell, Phone 206.763.5755

Spot Prime - Series N27 Typoxy, 2-4 mils, DFT  
Overcoat - Series N27 Typoxy, 3-4 mils, DFT  
Finish - Series 73 Endura-Shield, 3-5 mils, DFT

##### 2.2.3 Sherwin Williams:

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Contact, Ray Meador, Phone 425.702.0260

Spot Prime - Corothane I, 3-4 mils, DFT  
Overcoat - Corothane I Ironox B, 3-5 mils, DFT  
Finish Coat - Corothane I HS, 2-3 mils, DFT

2.2.4 Wasser High Tech Coatings, a division of Wattyl:

Contact, Kevin Grillo, Phone 253.850.2967

Spot Prime - MC-Miozinc, 3-4 mils, DFT  
Overcoat - MC Miomastic, 2-4 mils, DFT  
Finish Coat - MC Luster, 2-3 mils, DFT

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## 2.3 ALTERNATE SUPPLIERS

Alternate suppliers must be pre-approved by the Contracting Officer's Representative at least 7 days prior to the commencement of work. A submittal for an alternate supplier will require tech data, application instructions, MSDS and documentation of at least 3 previously successfully completed jobs of a similar nature.

## PART 3 EXECUTION

### 3.1 PROTECTION OF AREAS NOT TO BE PAINTED

Items not to be painted include but are not limited to machined surfaces, cables, gear boxes, motors, control panels, brakes, brake drums, conduit, anodized aluminum or other surfaces not painted with the vinyl system which are in contact with or adjacent to surfaces being prepared and painted. Notify the Contracting Officer's Representative when making is complete, a minimum of three days prior to beginning surface preparation. The COR will review all masked surfaces. All masking and protective materials should be removed after completion of painting. Any surfaces contaminated by coating materials shall be restored to original condition. Cranes shall be fully operational after coating process.

### 3.2 SURFACE PREPARATION

Sound vinyl paint surface shall be cleaned using low-pressure (3,000 to 5,000 PSI) water jetting in accordance with SSPC-SP12/ NACE 5 to remove any surface contaminants such as dirt or chalk. A cleaner such as Devprep 88 or equal may be used to facilitate chalk removal. Chalk shall be removed to a rating of 8 or better when tested in accordance with ASTM D 659. Surfaces showing rust, break-through, pitting, or loose, poorly adhered paint shall be cleaned to a level corresponding with SSPC SP 11 or SP 10. The method used should leave a rough surface profile of not less than 1.5 or more than 3.5 mils when measured with X-coarse testex replica tape, not result in a burnished surface and should allow spot priming the same day or before rust bloom occurs. The cleaning method selected should allow for complete collection of all lead paint dust and chips through the use of containment or vacuum removal of all cleaning residue generated.

### 3.3 APPLICATION

All surfaces cleaned to bare metal shall be spot primed with an overlap onto the adjacent sound vinyl paint. The intermediate and final topcoats shall be applied to clean surfaces in accordance with the manufacturer's application instructions. The system of the manufacturer selected shall be applied according to their application instructions. In addition sharp edges, steel to steel joints and small steel pieces, such as ladder cages, should receive a brushed stripe coat of primer. Inaccessible joints between spot welded or unwelded steel members should be cleaned as well as

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practicable and sealed with the manufacturer's recommended penetrating sealer prior to stripe coating.

#### 3.4 INSPECTION AND TESTING

The contractor shall be responsible for testing and quality assurance to the requirements of the coating manufacturer and these specifications. The contractor will provide all the necessary testing equipment, such as wet and dry thickness gauges, surface temperature gauge, psychrometer and any other test equipment necessary to assure compliance with the specifications. Dry film thickness measurements shall be performed in accordance with SSPC PA-2. The contractor shall furnish the owner copies of their daily quality control report, which will include weather conditions, Air, surface temperatures, relative humidity and dew point and other testing performed. The owner or his designated representative reserves the right to monitor the surface preparation and paint application with a third party inspector during the work. The inspector will be a NACE certified Level 3 or equivalent independent inspector. The contractor will provide full cooperation with the inspector to allow access during the work as required.

#### 3.5 WARRANTY

The contractor in conjunction with the coating manufacturer shall supply a five-year warranty that covers any defects in the coatings and their application on this project.

#### 3.6 CLEAN UP

It is the intent of these specifications that the Contractor shall leave the construction area in as good or better condition than it was at the start of their work. The contractor shall notify the Contracting Officer's Representative just prior to leaving, to coordinate a final site inspection.

END OF SECTION

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SECTION 15300

LIBBY DAM GANTRY CRANE - MAIN, AUXILIARY, AND  
TRASH RACK HOIST MECHANICAL REPAIR/REFURBISHMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

- |                   |                                                                                                                       |
|-------------------|-----------------------------------------------------------------------------------------------------------------------|
| AISC              | (1989) Manual of Steel Construction, Allowable Stress Design, Ninth Edition                                           |
| AISC Pub No. S329 | (1985; Appx A June 1994) Allowable Stress Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts. |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- |            |                                                                                    |
|------------|------------------------------------------------------------------------------------|
| ASTM A 325 | (1997) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength |
| ASTM A 490 | (1997) Heat Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength       |

ASME INTERNATIONAL (ASME)

- |            |                                                                                                           |
|------------|-----------------------------------------------------------------------------------------------------------|
| ASME B30.2 | (1996) Overhead and Gantry Cranes Top Running Bridge, Single or Multiple Girder Top Running Trolley Hoist |
| ASME B1.1  | (1989) Unified Inch Screw Threads (UN and UNR Thread Form)                                                |

AMERICAN WELDING SOCIETY (AWS)

- |           |                                                                                 |
|-----------|---------------------------------------------------------------------------------|
| AWS D1.1  | (1998) Structural Welding Code - Steel                                          |
| AWS D14.1 | (1997) Welding Industrial and Mill Cranes and Other Material Handling Equipment |

MATERIAL HANDLING INSTITUTE (MHI)

- |             |                                                                                                              |
|-------------|--------------------------------------------------------------------------------------------------------------|
| MHI CMAA 70 | (2000) Specification for Top Running Bridge & Gantry Type Multiple Girder Electric Overhead Traveling Cranes |
|-------------|--------------------------------------------------------------------------------------------------------------|

AMERICAN IRON AND STEEL INSTITUTE (AISI)

Specification for the Design of Cold-  
Formed Steel  
Structural Members - Latest Edition

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO)

The Uniform Building Code - Latest  
Edition

1.2 SYSTEM DESCRIPTION

The crane described in this document consists of three separate hoists, a 75-ton intake gate hoist, a 60-ton auxiliary hoist, and a 10-ton trash rack hoist. The gate hoist was taken out of service following an inspection resulting from higher-than-normal vibration levels while lifting a gate. Higher-than-normal vibration levels were also noted during full load operation of the auxiliary hoist. During subsequent inspections and disassembly of various components, a number of potential reasons for the excess vibrations were found. It was also decided that the crane should undergo a complete refurbishment, enabling it to perform its intended functions for an additional 30 years without requiring major repairs. To date, some of the mechanical repair/refurbishment tasks have been completed under a separate contract. These specifications include the design, fabrication, assembly, testing, and delivery of the items of equipment and accessories shown on the Contract Drawings and/or described in detail elsewhere in these specifications necessary to complete the remaining portions of the refurbishment to the hoists.

Tasks to be performed under the control of this specification are as follows.

1.2.1 Gate Hoist

The existing motor will be replaced by a like-rated motor, compatible with the hoist's new variable frequency drive. This will necessitate the modification of the motor mount structure.

A spherical bearing will be added to the adjustable equalizer sheave support rod mount that will allow the rod to swing without imposing undue bending stresses on it.

A guide system will be fabricated and added to the adjustable equalizer sheave structure that will prevent twisting of the sheave.

The existing eddy brake will be removed and discarded. The output shaft of the motor and the input shaft of the reducer will then be joined by a "spacer type" coupling, spanning the area previously occupied by the eddy brake. The existing coupling guards will be modified so the entire coupling is covered.

A load-sensing pin will be installed, replacing the existing sheave pin on the equalizer sheave. This, when combined with the appropriate electronic equipment, will enable the operator to monitor the load on the hook. For wiring requirements, see Section 16430-16200.

### 1.2.2 Auxiliary Hoist

Both existing holding-brakes will be replaced with new holding-brakes.

The existing eddy brake will be removed and discarded. The existing holding-brake, currently located outboard of the eddy brake, will be discarded and the new replacement brake will then be relocated next to the gearbox. This will require the fabrication and installation of a new mount structure for the holding-brake and enclosure.

The existing holding-brake mounted on the motor side of the gearbox will be replaced with a new holding-brake. Depending on the brake chosen, it may be necessary to modify the brake mount structure and enclosure.

The auxiliary hoist gearbox and attached final drive pinion will be removed, upgraded, and reinstalled. The gearbox input shaft, on the side currently connected to the eddy brake, will have to be lengthened as a part of the gearbox upgrade in order to allow mounting of the relocated holding-brake drum. All gearbox and open gear bearings and seals will be replaced, as will the coupling between the motor and gearbox. As a part of this work, the final drive bull gear attached to the drum will be thoroughly cleaned and examined by NDT methods.

A link to restrict gear separation will be fabricated and installed between the gearbox output shaft bearing bolt circle and the gear end drum pillow block pedestal. This link will be similar in size, shape, and mounting method to the one which has been installed for the same purpose on the gate hoist.

The existing motor will be replaced by a like-rated motor, compatible with the hoist's new variable frequency drive. This will necessitate the modification of the motor mount structure.

Both drum bearings and grease seals will be replaced with new spherical roller bearings and new seals.

The motor-to-gearbox coupling will be replaced with a new coupling.

A load-sensing pin will be installed, replacing the existing sheave pin on the equalizer sheave. This, when combined with the appropriate electronic equipment, will enable the operator to monitor the load on the hook. For wiring requirements, see Section 16430-16200.

### 1.2.3 Trash Rack Hoist

The existing motor will be replaced by a like-rated motor, compatible with the hoist's new variable frequency drives. This will necessitate the modification of the motor mount structure.

Both existing holding-brakes will be replaced with new holding-brakes.

The trash rack hoist gearbox will be removed, upgraded, and reinstalled. All gearbox bearings and seals will be replaced.

Both drum bearings and grease seals will be replaced with new spherical roller bearings and new seals.

The existing eddy brake will be removed and discarded. The output shaft of the motor and the input shaft of the reducer will then be joined by a "spacer type" coupling, spanning the area previously occupied by the eddy brake. The existing coupling guards will be modified so the entire coupling is covered.

The existing coupling between the gearbox output shaft and the hoist drum will be replaced with a new coupling of the same type and capacity.

A winch and control system to control the latches of the trash rack lifting-beam will be added to the trash rack trolley. The hardware for this modification is already on site, but the Contractor will be required to install the winch and associated equipment.

A load-sensing pin will be installed, replacing the existing sheave pin on the equalizer sheave. This, when combined with the appropriate electronic equipment, will enable the operator to monitor the load on the hook. For wiring requirements, see Section 16200.

#### 1.2.4 Gantry Hydraulic Brake Cylinder

The two hydraulic brake master cylinders and attached air actuators currently mounted on a panel in the operator's cab will be replaced by a new unit capable of performing the same task.

#### 1.2.5 Electrical House

A new, climate-controlled metal building will be procured by the Contractor and mounted on the crane crossbeam and walkway structure directly above the existing operator's cab. This building will house the new variable frequency drive enclosures.

### 1.3 RULES

All equipment shall conform to the requirements of CMAA 70 Class C. Welding shall conform to the requirements of AWS D1.1. The Contractor shall immediately notify the Contracting Officer of any processes, materials, or products that do not meet the requirements of this specification. The electrical house construction shall conform to the latest edition of the Uniform Building Code and the AISI Specification for the Design of the Cold-Formed Steel Structural Members.

### 1.4 COORDINATION

Any deviations from this specification and/or the accompanying Contract Drawings shall be subject to the approval of the Contracting Officer. If any conflicts occur necessitating departures from the specification or drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change.

## 1.5 STANDARD PRODUCTS

Material and equipment shall be standard products of a manufacturer regularly engaged in their manufacture. All materials shall conform to the requirements of these specifications. Materials shall be of high quality, free from defects and imperfections, of recent manufacture, and of the classification and grades designated. All materials, supplies, and articles not manufactured by the Contractor shall be the products of other manufacturers regularly engaged in their manufacture.

## 1.6 SUBMITTALS

Government approval is required for submittals with a "GA" designation. Equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. Submittals having an "FI0" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

### 1.6.1 SD-01 Data

Equipment; GA

The Contractor shall, within 30 calendar days after date of award, submit for approval six (6) copies of such descriptive cuts and information as required to demonstrate fully that all parts and equipment will conform to the requirements and intent of the specifications. Data shall include descriptive data showing typical construction of the parts and equipment proposed, including the manufacturer's name, component ratings, performance capacities, and other information pertaining to the equipment.

### 1.6.2 SD-04 Drawings

Design Drawings; GA

The Contractor shall, within 30 calendar days after date of award, submit for the approval of the Contracting Officer six (6) copies of design drawings of all mechanical/structural equipment to be furnished under this contract, together with weights and overall dimensions. Drawings shall show the general arrangement and overall dimensions of the gate hoist spherical bearing and mounting structure and equalizer sheave guide structure. Drawings showing methods and equipment for lifting and supporting the auxiliary and trash rack hoist drums during drum bearing replacement shall also be submitted for approval.

These drawings shall show component details, materials, weld details, and space requirements, together with details of mountings and supports to be attached to existing structures.

### 1.6.3 NDT Test Results

The report showing the results of the NDT of the auxiliary hoist drum gear is to be submitted to the Contracting Officer within seven (7) calendar days following the inspection. A verbal report will be due immediately following the inspection.

#### 1.6.4 SD-06 Instructions

Six (6) copies of site and equipment-specific installation and maintenance information and instructions shall be provided for all new equipment. The information shall include the manufacturer's name, capacity, model number, service manual, parts list, and a brief description of all equipment and their basic operating features. The instructions shall list installation procedures, adjustments, and routine maintenance procedures.

## PART 2 PRODUCTS

### 2.1 CONNECTIONS

All bolts, studs, machine screws, nuts, and tapped holes shall be in accordance with ASME B1.1. All ferrous fasteners that will not be painted shall have a rust resistant finish, and all bolts and screws shall be equipped with approved locking devices. Manufacturer's standard threads and construction may be used on small items that, in the opinion of the Contracting Officer, are integrally replaceable, except that threads for external connections to these items shall meet the above requirements.

### 2.2 COUPLINGS

#### 2.2.1 Gate Hoist

The coupling to be used to connect the motor output shaft (presently 3-1/4-inch diameter) to the gearbox input shaft (1-3/4-inch diameter) for the gate hoist shall be a spacer type, self-aligning, geared, flexible coupling of a size suitable for transmitting 550 ft-lbs at 1,780 rpm. The length of the spacer coupling required is approximately 18 inches, but the exact length is to be determined by the Contractor from on-site measurements. The coupling hubs are to be bored, installed, aligned, and lubricated per the manufacturer's instructions. Keyways shall be machined to match existing keyways on the motor and gearbox shafts. Shaft and keyway sizes are to be verified by the Contractor prior to ordering couplings.

#### 2.2.2 Auxiliary Hoist

The coupling to be replaced on the auxiliary hoist shall be the same type, size, and capacity as the coupling currently in place. The motor shaft (presently 3-inch diameter) to gearbox shaft (2-inch diameter) coupling is currently a Sier-Bath full-flex size F3. The new coupling is to be bored, installed, aligned, and lubricated per the manufacturer's instructions. Keyways shall be machined to match keyways on the motor and gearbox shafts. Shaft and keyway sizes are to be verified by the Contractor prior to ordering couplings.

#### 2.2.3 Trash Rack Hoist

The coupling to be used to connect the motor output shaft (presently 1-1/2-inch diameter) to the gearbox input shaft (1-3/4-inch diameter) for the trash rack hoist shall be a spacer-type, self-aligning, geared, flexible coupling of a size suitable for transmitting 70 ft-lbs at 1,740 rpm. The length of the spacer coupling required is approximately 16 inches, but the exact length is to be determined by the Contractor from on-site measurements. The coupling hubs are to be bored, installed,

aligned, and lubricated per the manufacturer's instructions. Keyways shall be machined to match existing keyways on the motor and gearbox shafts. Shaft and keyway sizes are to be verified by the Contractor prior to ordering couplings.

The coupling to be replaced connecting the gearbox output shaft to the hoist drum input shaft shall be the same type, size, and capacity as the coupling currently in place. The coupling is currently a Sier-Bath full-flex size F4. The coupling hubs are to be bored, installed, aligned, and lubricated per the manufacturer's instructions. Keyways shall be machined to match existing keyways on the drum and gearbox shafts. Shaft and keyway sizes are to be determined by the Contractor prior to ordering couplings.

## 2.3 BEARINGS AND SEALS

### 2.3.1 Gate Hoist

The bearing to be used to allow the desired motion of the equalizer sheave rod shall be a 2-3/4-inch bore spherical, plain, angular contact bearing such as a Torrington Type SBT, with a rated static thrust load capacity in excess of 75,000 lbs. The bearing shall be installed between the existing adjusting nut and the mount point on the trolley structure. It will be necessary to support the equalizer sheave assembly by some alternate means during the installation process. See Drawing M-1 for reference only. Do not build from this drawing.

### 2.3.2 Auxiliary Hoist

The bearing to be used for the auxiliary hoist drum bearing replacement at the gear end shall be a spherical roller bearing of a size described by the standard part number 21314 CC, and having a minimum static capacity of 24,000 lbs. The bearing to be used for the auxiliary hoist drum bearing replacement at the end opposite to the gear (other end) shall be a spherical roller bearing of a size described by the standard part number 22214 CC/W33, and having a minimum static capacity of 40,000 lbs. Suitable lifting fixtures for raising the drum off of the bearing pedestals during bearing removal and installation will need to be designed and approved. Bearing installation shall be per manufacturer's published procedures. Grease seals identical to existing seals are to be replaced at the same time as the bearing replacement (CR 42479 - gear end, CR 31255 - other end)

### 2.3.3 Trash Rack Hoist

The bearings to be used for the trash rack hoist drum bearing replacement shall be self-aligning ball bearings of a size described by the standard part number 1222 and having a minimum static capacity of 8,770 lbs. Suitable lifting fixtures for raising the drum off of the bearing pedestals during bearing removal and installation will need to be designed and approved. Bearing installation shall be per manufacturer's published procedures. Grease seals identical to existing seals (CR 47394) are to be replaced at the same time as the bearing replacement.

## 2.4 GANTRY HYDRAULIC BRAKE CYLINDER

The lower hydraulic master cylinder mounted on the wall in the cab of the crane and used for applying the crane gantry brakes currently leaks brake fluid. Parts for these cylinders are no longer available and, therefore, the cylinders and the attached air-actuators must be replaced. The existing cylinders are Wagner Lockheed #JC-54086, operated by 40 psi air actuators with a maximum stroke of approximately 1-1/2 inches. Without disassembly, it appears that the bore of the cylinder is approximately 1-1/2 to 1-3/4 inches. The Contractor shall field measure and locate suitable replacements for these cylinder/actuator assemblies and adapt and mount them so they accomplish the braking task in the same manner as the existing units. Performance tests to demonstrate the revised system's capability will be required.

## 2.5 LOAD-SENSING PINS

The load-sensing pins, which will replace the sheave pins in the equalizer sheave assemblies, shall be produced by a manufacturer regularly engaged in the manufacture of load-measuring equipment. The pins shall be fabricated from material capable of withstanding the applied loads without the stress level exceeding 20 percent of the minimum ultimate strength. All electrical connections to these pins are to be weatherproof. It is the responsibility of the Contractor to field measure the existing pins prior to purchasing the new load-sensing pins. Approximate sizes and loads for these pins are as follows:

### 2.5.1 Gate Hoist

The gate hoist equalizer sheave pin to be replaced with a load-sensing pin is approximately 7 inches long and 4 inches in diameter. A single sheave with journal bearings is mounted between two cheek plates and runs on this pin. The nominal maximum load on this sheave is 37,500 lbs.

### 2.5.2 Auxiliary Host

The auxiliary hoist equalizer sheave pin to be replaced with a load-sensing pin is approximately 18-1/2 inches long and 3-3/4 inches in diameter. Two sheaves with journal bearings, separated by approximately 12 inches, run on this pin. The pin is supported in two places by structure outboard of the pair of sheaves. The nominal maximum load on each of these sheaves is 30,000 lbs.

### 2.5.3 Trash Rack Hoist

The trash rack hoist equalizer sheave pin to be replaced with a load-sensing pin is approximately 5 inches long and 2-3/4 inches in diameter. A single sheave with journal bearings is mounted between two cheek plates and runs on this pin. The nominal maximum load on this sheave is 10,000 lbs.



## 2.6 ELECTRICAL HOUSE

The electrical house to be mounted on the crane beam and walkway located directly above the existing operator's cab shall be produced by a manufacturer regularly engaged in the manufacture of industrial-grade metal buildings. The size of the building is expected to be approximately 6 feet wide by 15 feet long x 8 feet high. The building shall be weatherproof, insulated, air-conditioned, and heated such that it is possible to maintain an inside air temperature of between 55°F and 75°F during all local weather extremes. The building shall have a glassed 3-foot entry door at both ends in order to allow through passage. The electrical equipment is to be located over the crane beam with the through passage located over the existing walkway. Two 3- by 4-foot windows shall be provided in the long wall opposite from the location of the electrical equipment. Provision shall be made in the floor structure to allow access to the existing hatch located in the top of the crane beam. The interior is to be a finished painted surface. The exterior shall be finished by the manufacturer, using his standard painting method, in the color most closely approximating that of the existing gray of the remainder of the crane. Lighting adequate to allow maintenance of the electrical equipment shall be provided.

## 2.7 PAINTING

Structural steel surfaces shall be thoroughly cleaned and then shall be protected with gray primer in preparation for finish painting ~~to be accomplished by others~~. Mechanical components received, already painted by the manufacturer, shall not have any additional paint applied. Any mechanical components, fasteners, etc., not painted when received shall also be thoroughly cleaned and have one coat of gray primer applied. All painting shall conform to Section 09900 of this specification.

## PART 3 EXECUTION

### 3.1 GENERAL

#### 3.1.1 Gate Hoist

The Contractor shall design, fabricate, and install a suitable mount structure for the new motor. The center of the new motor mount shall be located directly over the center of the existing motor mount in order to utilize the existing base stiffening.

The Contractor shall remove the existing eddy brake and connect the motor output shaft directly to the gearbox input shaft using a spacer type coupling. The coupling shall be aligned to manufacturer's recommended tolerances. The existing coupling guards shall be modified to cover the new coupling.

The Contractor shall support the adjustable hoist equalizer sheave so it is possible to remove the adjusting nut from the threaded rod and lower the rod out of the hole in the trolley structure. The hole in the 1-1/4 plate (part of the trolley structure) beneath the existing nut will have to be enlarged from 2-11/16-inch diameter to 3-inch diameter in order to allow the threaded rod to swing without binding. The threaded rod will then have to be raised back into position, the spherical bearing installed, and the adjusting nut replaced on the rod. The nut shall be

adjusted so the equalizer sheave centerline is at the same height it was prior to the beginning of the operation.

The equalizer guide structure for the gate hoist shall be fabricated and mounted on the existing structure so the sheave is unable to twist about a vertical axis. The preferred method of preventing twist is to force the two existing guide sheaves below the main sheave to travel on two vertical guides extending down from the support structure. The guides shall be shaped to a 9/16-inch radius in order to match the contour of the rope grooves in the sheaves. Provisions shall be made to allow minor adjustments following installation in order to ensure correct operation at all equalizer sheave heights. When mounted in its final position, the guide shall leave the sheave structure loose enough in the restraints to eliminate any chance of binding or restricting rotation of the small guide sheaves. With the equalizer frame moved so one of the guide sheaves is contacting the vertical guide, the other sheave shall have 1/8-inch clearance between the sheave tread and its vertical guide. Design of the guide structure shall conform to the requirements of CMAA 70. Welding shall conform to the requirements of the applicable sections of AWS 1.1. See Drawing M-1 for reference only. Do not build from this drawing.

The Contractor shall support the equalizer sheave so the existing sheave pin can be safely removed and replaced with the load-sensing pin required for the load-weighing system. For wiring and display information, see Section ~~16430.16200.~~

### 3.1.2 Auxiliary Hoist

The Contractor shall design, fabricate, and install a suitable mount structure for the new motor. The center of the new motor mount shall be located directly over the center of the existing motor mount in order to utilize the existing base stiffening.

The Contractor shall disconnect and remove the auxiliary hoist gearbox, with the external final drive pinion and bearing still attached. The Contractor will then be responsible for having the gearbox shipped to the original manufacturer and for having it upgraded from a service factor of 1.06 to a minimum service factor of 2.0, and also for having a new external final drive pinion, bearing, and seal manufactured/installed. The new final drive pinion shall be manufactured as shown on Fulton Shipyard drawing 1145-4A "Aux Hoist Assy." The input shaft on the side currently coupled to the eddy brake shall be lengthened in order to allow mounting of the new holding-brake drum. It may also be necessary to modify the length of the input shaft on the motor side of the gearbox in order to fit the new motor. As a part of this item of work, the final drive bull gear attached to the drum shall be thoroughly cleaned and examined, using the wet magnetic particle method, by an accredited NDT inspection service, using inspectors certified to ASNT TC-1A. Results of the examination are to be submitted to the Contracting Officer. On return of the gearbox and attached pinion to the jobsite, the Contractor shall be required to mount and realign the gearbox so the external final drive pinion is meshing correctly with the bull gear mounted on the wire rope drum. The mesh shall be considered correct when the backlash between the two gears is within manufacturer's tolerances and full contact across the width of the gear teeth is achieved with the hoist loaded to 100 percent of capacity. The Contractor shall also be responsible for filling the gearbox with a synthetic type of lubricant that will satisfy all warrantee

requirements of the gearbox manufacturer. The gearbox manufacturer shall be made aware of the ambient temperature extremes in the process of choosing a suitable lubricant.

A link, similar to that shown in drawing M-2 shall be fabricated from ½" A36 plate and installed between the auxiliary hoist gearbox and the drum pedestal in order to help prevent gear/pinion separation. The two bolts in the gearbox where the link will be attached shall be replaced with Grade 5 bolts of the same diameter but ½" longer. The link attachment plate and stiffener to be welded to the drum pedestal shall be fabricated from ½" A-36 plate. The link attachment plate shall be connected to the link using a 1" Grade 5 bolt.

The Contractor shall remove the existing eddy brake and design, fabricate, and install a mount structure which will allow installation of a new holding-brake adjacent to the gearbox input shaft. The drum of the new holding-brake is to be mounted on the extended input shaft of the gearbox. The center of the new holding brake mount structure is to be located directly above the center of the existing eddy brake mount structure in order to utilize the existing base stiffening. Depending upon the brake chosen to replace the holding brake outboard of the motor, it may also be necessary to modify the brake mount structure and enclosure.

The Contractor shall replace the coupling between the motor and the gearbox. The coupling shall be aligned to manufacturer's recommended tolerances.

The Contractor shall raise each end of the wire rope drum, safely block the drum in place, and remove the drum bearings and seals. The shaft and pillow block shall be thoroughly cleaned and new bearings and seals installed. Care must be taken to ensure as smooth a running surface as possible for the new seal.

The Contractor shall support the equalizer sheave so the existing sheave pin can be safely removed and replaced with the load-sensing pin required for the load weighing system. For wiring and display information, see Section 16430-16200.

### 3.1.3 Trash Rack Hoist

The Contractor shall design, fabricate, and install a suitable mount structure for the new motor. The center of the new motor mount shall be located directly over the center of the existing motor mount in order to utilize the existing base stiffening. Depending upon the brakes chosen to replace the existing holding brakes, it may also be necessary to modify the brake mount structures and enclosures.

The Contractor shall disconnect and remove the trash rack hoist gearbox from the crane. The Contractor will then be responsible for having the gearbox shipped to the original manufacturer, and for having it upgraded from a service factor of 0.90 to a minimum service factor of 2.0. On return of the gearbox to the jobsite, the Contractor shall be required to mount and realign the gearbox. The gearbox will be considered to be correctly aligned when the coupling to the wire rope drum can be installed while conforming to the coupling manufacturer's alignment and endplay tolerances. The Contractor shall also be responsible for filling the gearbox with a synthetic type of lubricant that will satisfy all warrantee

requirements of the gearbox manufacturer. The gearbox manufacturer shall be made aware of the ambient temperature extremes in the process of choosing a suitable lubricant.

The Contractor shall remove the existing eddy brake and connect the motor output shaft directly to the gearbox input shaft using a spacer-type coupling. The coupling shall be aligned to manufacturer's recommended tolerances. The existing coupling guards shall be modified to cover the new coupling.

The Contractor shall raise each end of the wire rope drum, safely block the drum in place, and remove the drum bearings and seals. The shaft and pillow block shall be thoroughly cleaned and new bearings and seals installed. Care must be taken to ensure as smooth a running surface as possible for the new seal.

The Contractor shall install, wire, and rig a new tensioning/latching hoist on the trash rack trolley. This hoist is currently on site and may be examined and measured there. The hoist shall be installed in a location chosen by the U.S. Army Corps of Engineers and be mounted directly on top of the deck plating. Stiffening below the deck plating will not be required. Control of the new hoist will employ the existing push-button pendant control, moved to and permanently mounted in the crane cab by the Contractor. Performance tests will be required.

The Contractor shall support the equalizer sheave so the existing sheave pin can be safely removed and replaced with the load-sensing pin required for the load weighing system. For wiring and display information, see Section 16200.

#### 3.1.4 Gear Box Renovation

Expedited gear box renovation is authorized.

### 3.2 HAZARDOUS MATERIAL

There is no hazardous material, except for possibility of lead paint, on most of the structure and/or machinery.

### 3.3 NEW EQUIPMENT REQUIREMENTS

The Contractor shall be responsible for final design, selection of components, installation and alignment of new components, testing to the extent necessary to prove successful operation of the crane, and satisfactory performance of new components.

## PART 4 GENERAL

The Contractor shall be responsible for ensuring that, at the completion of the project, any and all miscellaneous items essential for fully functional and operational systems have been procured and installed.

END OF SECTION

SECTION 16200

LIBBY DAM EMERGENCY GATE-HANDLING GANTRY CRANE CONTROLS REPLACEMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI/IEEE C2 (1997) National Electrical Safety Code

ANSI C80.1 (1995) Rigid Steel Conduit - Zinc Coated

ASME INTERNATIONAL (ASME)

ASME B1.1 (1989) Unified Inch Screw Threads (UN and UNR Thread Form)

ASME B1.20.1 (1983; R 1992) Pipe Threads, General Purpose (Inch)

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 519 (1992) Harmonic Control in Electric Power Systems

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA FB 1 (1993) Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies

NEMA ICS 1 (1993) General Standards for Industrial Controls and Systems

NEMA ICS 2 (1993) Industrial Control Devices, Controllers and Assemblies

NEMA ICS 6 (1993) Industrial Control and Systems, Enclosures

NEMA ICS 9 (1993) Industrial Control and Systems, Power Circuit Accessories

NEMA MG1 (1993; Rev 1; Rev 2, Rev 3) Motors and Generators

NEMA OS 1	(1989) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports
NEMA PB 1	(1990) Panelboards
NEMA ST 20	(1992) Dry-Type Transformers for General Applications
NEMA WC 7	(1988) Cross-linked-thermosetting Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
NEMA WC 8	(1993) Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
NEMA WD 1	(1983; R 1989) General Requirements for Wiring Devices

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1993) National Electrical Code
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## UNDERWRITER'S LABORATORIES, INC. (UL)

UL 44	(1997) Thermoset-Insulated Wires and Cables
UL 50	(1992) Enclosures for Electrical Equipment
UL 62	(1997) Flexible Cord and Fixture Wire
UL 67	(1993; Rev thru May 1994) Panelboards
UL 360	(1996; Rev Mar 1997) Liquid-Tight Flexible Steel Conduit
UL 467	(1993; Rev thru Aug 1996) Grounding and Bonding Equipment
UL 489	(1996) Molded Case Circuit Breakers and Circuit Breaker Enclosures. Replace NEMA AB-1-1993
UL 508A	(2001) Industrial Control Panels
UL 508C	(1996) Power Conversion Equipment
UL 514A	(1996) Metallic Outlet Boxes
UL 514B	(1996) Fittings for Conduit and Outlet Boxes

## CRANE MANUFACTURERS ASSOCIATION OF AMERICA (CMAA)

CMAA 70

(Current Revision) Specifications for Top  
Running Bridge & Gantry Type Multiple Girder  
Electric Overhead Traveling Cranes

ARMY CORP OF ENGINEERS STANDARDS

EM385-1-1

Safety and Health Requirements Manual  
(Current Revision)

## 1.2 SYSTEM DESCRIPTION

These specifications include the design, fabrication, assembly, wiring, testing, and delivery of the items of equipment and accessories shown on the Contract Drawings and/or described in detail elsewhere in these specifications.

### 1.2.1 Conformance

The equipment shall conform to the requirements of NFPA 70 unless more stringent requirements are indicated herein or shown on drawings. Additionally, the equipment shall conform to the requirements of CMAA 70 Class C as a reference guide. NEMA rated and UL listed equipment has been specified when available. Equipment must meet NEMA construction and rating requirements as specified. No equivalent will be acceptable. Components, which must be UL listed/recognized (e.g., circuit breakers, enclosures, wires/cables, and variable frequency drives) are noted in the pertinent paragraphs. The Contractor shall immediately notify the Contracting Officer of any requirements of the specifications or Contractor-proposed materials or assemblies that do not comply with UL or NEMA. International Electrotechnical Commission (IEC) rated equipment will not be considered an acceptable alternative to specified NEMA ratings.

All materials and equipment to be provided under this contract shall conform to the latest applicable section of the NEMA ICS (Industrial Control Standard), NEMA ICS-8 IS NOT APPLICABLE, but in no case shall be contrary to the laws of the State of Montana and/or the federal government. The equipment supplied shall meet appropriate ANSI, OSHA, and all federal, state, and local standards for the type of equipment provided for its intended use.

### 1.2.2 Coordination

The Contractor shall demonstrate prior experience with rapid installation and start-up of machinery similar to this project, for consideration prior to Contract award. The general arrangement of the motors, brakes, master switches, and panelboards is shown on the Contract Drawings. Any modifications of the equipment arrangement or device requirements as shown on the drawings shall be subject to the approval of the Contracting Officer. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. All new equipment shall be completely assembled to the extent practical, at the factory. The Contractor shall submit a plan for installation of the new controls, and this plan shall be subject to final approval by the Contracting Officer.

### 1.2.3 Standard Products

Material and equipment shall be standard products of a manufacturer regularly engaged in their manufacture, although it is recognized that the hoist controllers have specialized features. All materials shall conform to the requirements of these specifications. Materials shall be of top



quality, free from defects and imperfections, essentially new, and of the classification and grades designated. All materials, supplies, assemblies, subcomponents, and articles not manufactured by the Contractor shall be the products of other recognized reputable manufacturers. If the Contractor desires for any reason to deviate from the standards designated in these specifications, he shall, after award, submit a statement of the exact nature of the deviation, and shall submit, for the approval of the Contracting Officer, complete specifications for the materials that he proposes to use.

#### 1.2.4 Nameplates

Nameplates shall be made of laminated sheet plastic or of anodized aluminum approximately 4 millimeters (1/8 inch) thick, engraved to provide white letters on a black background. The nameplates shall be fastened to the panels in proper positions with anodized round-head screws. Lettering shall be minimum 15 millimeters (1/2 inch) high.

#### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation. Equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. Submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330, SUBMITTAL PROCEDURES:

##### 1.3.1 SD-01 Data

Equipment; GA.

The Contractor shall, within 30 calendar days after date of award, submit for approval six (6) copies of such descriptive cuts and information as required to demonstrate fully that all parts of the equipment will conform to the requirements and intent of the specifications. Data shall include descriptive data showing typical construction of the types of equipment proposed, including the manufacturer's name, component ratings, and performance capacities, and other information pertaining to the equipment.

a. Motor data shall include complete descriptive specification of each type motor and drawings to clearly indicate the construction, the treatments used to prevent corrosion of the parts, bearing construction, and type of insulation and treatment on the windings. Full NEMA standard nameplate data and dimension sheets shall be furnished, and also motor characteristic curves or tabulated data (test or calculated) of each motor to be furnished indicating the speed, power factor, efficiency, current, and kilowatt input, all plotted and tabulated against percent rated motor torque or percent rated motor load. Calculations to determine the required torque and horsepower of each hoist motor shall be furnished.

b. Characteristics of the position/speed-sensing encoders for each new hoist motor shall be furnished.

c. Furnish complete descriptive data covering each type of new brake, with drawings to indicate clearly the construction of the brake and materials used. Describe means of release and torque adjustment (including range of acceptable adjustment), input current, minimum voltage at which brake will release, the rectifier or control unit specifications and characteristics, and all other features which are required to demonstrate that the electrical brakes conform to the requirements of the specifications. Furnish calculations to determine the torque rating for each brake.

d. Furnish complete descriptive data covering all protective and control equipment, drives, assemblies, and components, including equipment and material lists, manufacturer's descriptive and technical literature, ratings and catalog designations, catalog cuts, and other information required to demonstrate compliance with these specifications. This shall include a description of the scheme of operation and of the provisions for adjusting the operating characteristics in the field. Furnish performance characteristic curves (test or calculated) of the control system for each hoist motion for each point of the master switch. Furnish description of the protective panel, circuit breakers, contactors, and relays, and catalog designations of each item. Furnish curves showing the time-versus-current characteristics of the proposed circuit breakers, overload relays, and fuses. Furnish calculations of current and voltage harmonic components on the line side of filtering equipment. Calculations shall be made for different loads and speeds, including minimums and maximums, and those combinations of load and speed which may produce maximum waveform distortions. Furnish complete description of master switches, including ratings, catalog designations, and dimensioned outline drawings.

e. Furnish complete descriptive data covering all Contractor-furnished limit switches that will indicate clearly the construction, materials, ratings, accuracy of operation and reset, method of adjustment, and safeguards.

f. Furnish complete descriptive data of load cells, with necessary catalog cuts, photographs, and drawings to clearly indicate the construction of the load cells and the display/read-out units.

g. Furnish data to indicate manufacturers and construction of conduits, fittings, junction boxes, and support methods. Furnish data to demonstrate that the proposed wire and cable conform to these specifications, including manufacturer and trade name or designation, the standard to which manufactured (NEMA, etc.), voltage rating, insulation material and thickness, and other pertinent features.

h. Furnish data for the spare parts, including each different item of material and equipment specified, after approval of detail drawings, and not later than 30 days prior to the date of contract completion. Data shall include a complete list of parts and supplies with the current unit prices and source of supply and a list of the parts recommended by the manufacturer to be replaced after 500 hours of continuous operation.

### 1.3.2 SD-04 Drawings

#### 1.3.2.1 Outline Drawings; GA.

The Contractor shall, within 30 calendar days after date of award, submit for the approval of the Contracting Officer six (6) copies of outline drawings of all equipment to be furnished under this contract, together with weights and overall dimensions. Drawings shall show the general arrangement and overall dimensions of the brakes, controllers, resistors, and master switch console. These drawings shall show space requirements, together with details of any new mountings and supports to be attached to existing structures.

#### 1.3.2.2 Assembly Drawings and Diagrams; GA.

Furnish panel layout and assembly drawings, functional, schematic, and wiring diagrams, interconnecting wiring diagram, and construction wiring diagrams. Assembly drawings shall show physical arrangement of components and systems. Functional diagrams, one-line diagrams, or block diagrams shall illustrate the systems' operation, and interactions between components and between systems. The schematics and wiring diagrams shall include power, control, and communication circuitry. The wiring diagrams shall indicate the wiring for individual items of equipment within all panels and equipment items, terminal board connections, wire designations, and the sizes and types of wire. The wiring diagrams shall also show all connections between individual panels, and between panels and separately located items.

#### 1.3.2.3 Factory Tests; FIO.

The Contractor shall submit six (6) complete reproducible copies of the factory inspection results and six (6) complete reproducible copies of the factory test results in booklet form, including all plotted data curves, all test conditions and a listing of test equipment complete with certifications of all measurements taken. Report shall be signed and dated by the Contractor's and Contracting Officer's Representatives.

#### 1.3.2.4 SD-06 Instructions; GA.

Provide six (6) complete copies of operating instructions outlining step-by-step procedures required for system start up, operation, and shutdown. The instructions shall include the manufacturer's name, model number, service manual, parts list, and brief description of all equipment and their basic operating features. These manuals shall describe operation of the main, auxiliary, and trash rack hoists and their controllers' operational characteristics, as well as operating techniques and expected system responses for normal operation and for fault stops. Manual shall also contain a description of the scheme of operation and of the provisions for adjusting the operating characteristics in the field.

Provide six (6) complete copies of maintenance instructions listing routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide. The instructions shall include conduit/cables and equipment layout,

simplified wiring and control diagrams of the system as installed. The instructions shall be approved prior to training.

#### 1.3.2.5 SD-08 Statements; GA.

Training notification shall be provided in the form of a letter giving time and date for training. This notification letter shall be sent to the Contracting Officer not less than 15 working days prior to proposed date. Training shall be held Monday through Thursday between the hours of 7:30 a.m. and 4:00 p.m.

#### 1.3.2.6 SD-09 Reports; GA.

Four (4) copies of test reports in booklet form showing all field tests performed to prove compliance with the specified performance criteria shall be provided upon completion and testing of the installed system. Each test report shall document all readings, and test results, and shall indicate the final position/condition of the controls.

#### 1.3.2.7 SD-13 Certificates; FIO.

The Contractor shall provide a certificate for each refurbished motor and for each new coupling and brake, that shall demonstrate compliance with the component manufacturer's alignment and balancing tolerances. These certificates shall record the final "as-built" measurement data, as well as any balancing test results. The motor refurbishment facility that the Contractor may employ, shall have substantial technical expertise for wound-rotor motors repairs and refurbishment. (Technicians with at least five years or more past experience regularly working with wound-rotor motors shall be considered to have substantial expertise.)

#### 1.3.2.8 Load Test Plans; GA.

The Contractor shall provide a load test plan at least two weeks prior to scheduled testing of each individual hoist. Test loads and rigging methods shall be described in the plan. Use of U.S. Army Corps of Engineers (COE)-furnished material for some or all of the test loads shall be subject to Government approval of the load test plans. Suitability of the test loads to safely perform the required functions, including calibration of the load-weight displays for each hoist, shall be solely the responsibility of the Contractor. The Contractor, at no additional cost to the government, shall correct any (all) damage to government-furnished material or equipment that does occur due to the Contractor's usage or handling of these loads.

### 1.4 DELIVERY, STORAGE, AND HANDLING

The equipment shall be shipped as completely assembled and wired as feasible so as to require a minimum of installation work. Each shipping section shall be properly match marked to facilitate reassembly, and shall be provided with removable lifting channels with eye bolts for attachment of

crane slings to facilitate lifting and handling. Any relay or other device that cannot withstand the hazards of shipment when mounted in place on the equipment shall be carefully packed and shipped separately. These devices shall be marked with the number of the panel that they are to be mounted on and fully identified. All finished painted surfaces and metal work shall be wrapped suitably or otherwise protected from damage during shipment. All parts shall be prepared for shipment so that slings for handling may be attached readily while the parts are in a railway car or transport truck.

#### 1.5 WARRANTY

A warranty shall be provided stating that all items are free from defects in material, design, and workmanship for one year from the date of acceptance. Upon receipt of notice from the government of failure of any of the items, new replacement parts shall be furnished and promptly installed.

#### 1.6 MAINTENANCE ITEMS

One set of manufacturer's recommended spare parts for each hoist shall be furnished and delivered to site. The spare parts shall be packaged for long-term protection and storage. The packaging shall be legibly labeled to identify the spare parts. A list of the furnished spare parts shall be included in the maintenance manual(s). Spare parts shall include, but not be limited, to the following:

- a. One complete variable frequency drive of each type and size used
- b. Two sets of replacement contacts for each type of contactor used
- c. Two replacement coils for each type of contactor used
- d. Two replacement auxiliary relays for each type used
- e. Two sets of control switch replacement contacts for each 10 or fraction thereof of each type
- f. Two of each type of semiconductor device (discrete or integrated circuit), except for those furnished on printed circuit boards, for each 10 or fraction thereof of each type provided by the Contractor
- g. Two electronic equipment power supplies of each type used
- h. Six fuses of each type and rating
- i. Two limit switches of each type furnished by the Contractor
- j. Two terminal blocks of each type and size furnished by the Contractor
- k. Two indicating light assemblies of each type
- l. Two indicating light color caps of each type and color

- m. Two indicating light dropping resistors of each type and rating
- n. Six lamps of each type used in indicating lights
- o. Two sets of bearings and seals for each size and type of hoist motor
- p. One brake shoe replacement kit for each size and type of hoist brake
- q. One brake coil for the auxiliary hoist and one brake coil for the trash rack hoist
- r. One brake rectifier and control unit of each type used for hoists
- s. One replacement encoder of each type used for the hoist motors

## PART 2 PRODUCTS

### 2.1 CONNECTIONS

All bolts, studs, machine screws, nuts, and tapped holes shall be in accordance with ASME B1.1. The sizes and threads of all conduit and fittings, tubing and fittings, and connecting equipment shall be in accordance with ASME B1.20.1. All ferrous fasteners shall have rust-resistant finish and all bolts and screws shall be equipped with approved locking devices. Manufacturer's standard threads and construction may be used on small items which, in the opinion of the Contracting Officer, are integrally replaceable, except that threads for external connections to these items shall meet the above requirements.

### 2.2 MOLDED CASE CIRCUIT BREAKERS

Molded case circuit breakers shall conform to the applicable requirements of UL 489. The circuit breakers shall be manually operated, shall be quick-make, quick-break, common-trip type, and shall be of automatic-trip type unless otherwise specified or indicated on the drawings. All poles of each breaker shall be operated simultaneously by means of a common handle. The operating handles shall clearly indicate whether the breakers are in "On," "Off," or "Tripped" position and shall have provisions for padlocking in the "Off" position. Personnel safety line terminal shields shall be provided for each breaker. The circuit breakers shall be products of only one manufacturer, and shall be interchangeable when of the same frame size.

#### 2.2.1 120/240-Volt AC Circuits

Circuit breakers for 120/240-volt AC circuits shall be rated not less than 240 volts AC, and shall have a UL listed minimum interrupting capacity of 10,000 symmetrical amperes.

#### 2.2.2 480-Volt AC Circuits

Circuit breakers for 460-volts or 480-volt AC circuits shall be rated not less than 600 volts AC, and shall have a UL listed minimum interrupting capacity of 15,000 symmetrical amperes.

## 2.3 ENCLOSURES

Enclosures shall meet the requirements of UL 50. Additionally, cabinets shall conform to NEMA ICS-6 "Type One construction." New cabinets, which are mounted inside the operators cab, shall be NEMA 12 type. A new climate-controlled room is to be built by the Contractor to house the new VF drives, and cabinets mounted inside this new structure shall be NEMA 12 type. Outdoor cabinets shall be of NEMA 4 type. All cabinets shall be fabricated from sheet steel of not less than 3.5 millimeters (No. 10 gage) if flush-mounted or mounted outdoors, and not less than 2.7 millimeters (No. 12 gage) if surface-mounted indoors, with full seam-welded box ends. Cabinets mounted outdoors or flush-mounted shall be hot-dipped galvanized after fabrication, or constructed from stainless steel. Cabinets shall be painted in accordance with paragraph PAINTING. Front edges of cabinets shall be form-flanged or fitted with structural shapes welded or riveted to the sheet steel for supporting the panelboard front. All cabinets shall be fabricated so that no part of any surface on the finished cabinet shall deviate from a true plane by more than 3 millimeters (1/8 inch). Holes shall be provided in the back of indoor surface-mounted cabinets, with outside spacers and inside stiffeners, for mounting the cabinets with a 15-millimeter (1/2-inch) clear space between the back of the cabinet and the wall surface. Flush doors shall be mounted on hinges that expose only the hinge roll to view when the door is closed. Each door shall be fitted with a combined catch and lock, except doors over 600 millimeters (24 inches) long shall be provided with a three-point latch having a knob with a T-handle, and a cylinder lock. Two keys shall be provided with each lock, and all locks shall be keyed alike. Finished-head cap screws shall be provided for mounting the panelboard fronts on the cabinets. Enclosure shall have nameplates in accordance with paragraph NAMEPLATES. Directory holders, containing a neatly typed or printed directory under a transparent cover, shall be provided on the inside of panelboard doors. In the case of trolley controls, the Contractor may consider reusing the existing enclosures, subject to approval by the COE. (Contractor's submittals must show enclosures are suitable and adequate for the design and are not deteriorated in any way.)

Resistor enclosures and transformer enclosures shall be NEMA 3R, and shall be mounted outside of the climate-controlled room for the VF drives. Brake enclosures are to be NEMA 4. Enclosure sizes to be determined by the Contractor. See the drawings for locations of the existing enclosures.

## 2.4 PAINTING

Interior and exterior steel surfaces of equipment enclosures shall be thoroughly cleaned and then receive a rust-inhibitive phosphatizing or equivalent treatment prior to painting. Exterior surfaces shall be free from holes, seams, dents, weld marks, loose scale or other imperfections. Interior surfaces shall receive not less than one coat of corrosion-resisting paint in accordance with the manufacturer's standard practice.

Exterior surfaces shall be primed, filled where necessary, and given not less than two coats baked enamel with semigloss finish. Equipment shall be ANSI Light Gray. All touch-up work shall be done with manufacturer's coatings.

## 2.5 FACTORY TESTS

Each item of equipment supplied under this contract shall be given the manufacturer's routine factory tests and tests as specified below, to insure successful operation of all parts of the assemblies. All tests required herein shall be witnessed by the Contracting Officer unless waived in writing, and no equipment shall be shipped until it has been approved for shipment by the Contracting Officer. The Contractor shall notify the Contracting Officer a minimum of 14 days prior to the proposed date of the tests so that arrangements can be made for the Contracting Officer to be present at the tests. The factory test equipment and the test methods used shall conform to the applicable NEMA Standards, and shall be subject to the approval of the Contracting Officer. Reports of all witnessed tests shall be signed by witnessing representatives of the Contractor and Contracting Officer. The cost of performing all tests shall be borne by the Contractor and shall be included in the prices bid in the schedule for equipment.

## 2.6 NEW CONTROL EQUIPMENT REQUIREMENTS

The Contractor shall be responsible for final design, selection of components, installation and alignment of new components, testing to the extent necessary to prove successful operation of the crane, and satisfactory performance of new components.

### 2.6.1 Mainline Contactor and Main Circuit Breaker

A mainline contactor shall be provided, NEMA size 6. This main contactor shall initially engage only if all master switches are in their "off" positions. Once engaged, the mainline contactor shall stay sealed unless there is a controller fault, motor overload/overtemp/overspeed conditions result in tripping any motor protective device, or any one of the hoist brakes fail to release promptly when it is commanded to. A "monitor" panel shall be provided to show why the mainline contactor failed to stay sealed in (engaged). The monitor panel shall provide the pilot lights described in the Contract Drawings.

In addition, a new 400-amp circuit breaker and thru-door disconnect handle shall be provided to replace the existing main crane disconnect in the cab. Currently, all the various motions have their circuit breakers and overloads in a bank of panels along the rear of the operator's cab. The main circuit breaker is located at the end of this bank of panels, and the existing disconnect mechanism is problematic. All the existing lock-out, reset, and shunt-trip functions must be maintained. The new mechanism shall allow the cabinet door to open easily when the main disconnect is in the OPEN/OFF position, without the need to "bypass" a mechanical interlock.



2.6.2 "Adjustable Frequency" Inverter Controls for Main Hoist  
"Adjustable Frequency" Inverter Controls for Auxiliary Hoist  
"Adjustable Frequency" Inverter Controls for Trash Rack Hoist

"Adjustable flux-vector (variable) frequency" inverter controls shall be provided for each hoist. These inverter controls shall be capable of continuous duty operation when the motors are fully loaded. In addition, each of these hoist controllers/inverters shall be rated CMAA Class D (heavy duty) or better. The new controllers shall comply with all CMAA requirements for hoist inverter drives, such as overspeed monitoring and line contactor(s) which drop out in the event of inverter fault(s). The VF inverters (core) shall be UL listed for material handling applications. The hoist controls shall provide 5 points of speed control for both raising and lowering, and shall provide regenerative or dynamic braking in the lowering direction. Means shall be provided to limit the maximum torque a hoist motor can develop, and the controls shall be adjusted so that hook (or spreader-attached) loads greater than 200 percent of rated capacity for any hoist, cannot be lifted. The load-speed characteristics shall be inherent in the controls at each speed setting. Speed control in the lowering direction shall be such as to permit the operator to stop the hook from any speed point, without time delay by returning the master switch to the OFF position. The slowest speed shall be 20 percent of rated, and the fastest speed shall be 100 percent of rated hoisting speed (i.e., the motors shall operate at nameplate speed, 60 hertz maximum). The operating environment for the new equipment is -20°F to 120°F. The Contractor is responsible to design and install adequate protection for the inverters to guard against noticeable degradation in their reliability or performance due to the expected temperature extremes. The method envisioned to protect the new inverters, is for the Contractor to provide a metal building (control room) on the level directly above the operators cab, and to provide full climate-control utilizing both heating and air-conditioning as necessary. The heat-producing components, such as large resistors and transformers, need not be installed inside this "control room," but may be located nearby. See the Mechanical section for details of this "control room."

2.6.3 New Inverter-Duty Motors for Main, Auxiliary, and Trash Rack Hoists

The Contractor shall also provide and install new inverter-duty hoist motors, with specialized shaft lengths and/or frame sizes, that will allow utilizing the original hoists motors mounting structures and supports. These new motors shall have the same horsepower, speed, and duty-cycle rating as the motors they replace. New motors shall operate at 460 volts AC, 60 hz at full speed. Shafts shall be straight (not tapered) and suitable to accommodate brake drums, attachments to speed encoders, etc.

2.6.4 New Hoist Motors Blowers Protection

The new inverter-duty hoist motors may require blowers to meet the required service duty. If motor blower(s) is/are provided, the Contractor shall design and install suitable shrouds to ensure blowers continue to function properly even in the event of substantial accumulation of snow and/or ice.

2.6.5 Reactors and Isolation Transformer for Main Hoist  
Reactors and Isolation Transformer for Auxiliary Hoist  
Reactors and Isolation Transformer for Trash Rack Hoist

Provide reactors between the motor and the controller as recommended by the adjustable frequency drive manufacturer to 1) compensate for the distance between the motor and the controller and/or 2) to compensate for the impedance of the selected motor. Also, to ensure maximum reliability, isolation transformers shall be provided in the incoming line of each hoist inverter, as recommended by the adjustable frequency drive manufacturer.

2.6.6 Main Hoist Dynamic Braking Resistors  
Auxiliary Hoist Dynamic Braking Resistors  
Trash Rack Hoist Dynamic Braking Resistors

Resistors for all the hoist "dynamic braking" circuits shall be rated for continuous duty (NEMA Class 90). Spacing between resistor boxes shall be in accordance with manufacturer recommendations for preventing downgrading due to heat buildup. Prolonged operation (one hour) non-stop in the lowering direction with maximum load may occur upon occasion.

2.6.7 Contactor Types

All contactors will be both AC and DC type and must be NEMA rated for continuous duty for the application selected. Brakes shall be operated by contactors (not relays). Each VF inverter shall be supplied by a separate NEMA contactor.

2.6.8 Control Relays

Sufficient control relays, timer relays, etc., shall be provided to monitor fault status of each VF drive, to activate correct control sequences, to provide delayed setting for one brake of the pair used for each hoist, and to monitor for correct release of all hoist brakes. The Contractor shall provide any additional control relays required to make a functional system.

2.6.9 Holding Brakes for the Main (Gate) Hoist

Contractor shall reconnect and reutilize the two existing main hoist brakes and shall provide and install a matching brake drum on the new main hoist motor. The existing brake drum currently mounted on the existing main hoist motor may be reutilized unless it becomes damaged or unless the new motor shaft size is not compatible. The brake drum shall be straight-bored and "shrink" or "press" fit, to achieve a "medium interference fit." The "delayed" motor-mounted holding brake shall set (apply) after the gearbox-mounted holding brake has already set for 1/2 to 1 second.

2.6.10 Holding Brakes for Auxiliary Hoist

Contractor shall provide and install two new holding brakes. One new holding brake for the auxiliary hoist shall be mounted in the same location as the existing brake. The second new holding brake will be mounted on the longer shaft of the redesigned gearbox, replacing the location of the

original eddy brake. The brake designs shall be for continuous duty service.

These new holding brakes shall be of the type that uses curved shoes against a curved drum, and are released by a direct current magnet suitable for temperature extremes from -30°F to 130°F. Direct current shall be supplied by means of a rectifier and control unit of proper rating and suitable for operation on power supplied on the crane. The complete unit (brake and rectifier) shall be suitable for connection to the control circuit or the AC power supply of the motor with which the brake is used so that the brake will set or release when the motor is de-energized, or energized, respectively. A hand release, which is self-resetting, shall be provided. Drums shall be straight-bored and "shrink" or "press" fit, to achieve a "medium interference fit." The original brake drums shall be removed and original shafts shall be polished, as necessary, to remove any irregularities. The shaft diameter shall then be measured to determine the correct bore size for the brake drum(s). These new brake drums shall be 13-inch diameter and the torque capability shall be set at approximately 100 to 125 percent of motor "nameplate." The motor-mounted holding brake shall be capable of delayed setting. The "delayed" motor-mounted holding brake shall set (apply) after the gearbox-mounted holding brake has already set for 1/2 to 1 second. The time delay shall be adjustable and the method of accomplishment shall be subject to approval. The rating of the brake-releasing magnet shall be sufficient to release and hold the brake in the released position with 80 percent of rated voltage impressed on the incoming terminals. The Contractor shall provide NEMA 4 brake enclosures, as required to fit the new brakes. Existing brake space heater circuits shall be maintained.

Except for brake wheels, shoes, and electrical parts, no cast iron, unless of a type having acceptable structural properties as approved by the Contracting Officer, shall be used in brake construction. All pins, fittings, and other miscellaneous small metal parts shall be of corrosion-resisting metal or shall be treated to render corrosion resistant by galvanizing, sherardizing, or plating with zinc, cadmium, or copper. Bearings shall be fitted with bronze or other approved bushings to prevent any binding of moving parts. (Anti-friction bearings of corrosion-resisting construction may be used.) Adequate means shall be provided for lubricating oil bearings, unless the bearings are of an approved self or prelubricated type. Nameplates shall be provided for each brake and attached to a part of the brake which ordinarily would not be renewed during its service life. Each nameplate shall conform to standard practice and clearly indicate the manufacturer's name, identification symbols, serial number, and salient design features such as type, frame, torque rating, and voltage.

#### 2.6.11 Holding Brakes for Trash-Rack Hoist

Contractor shall provide and install two new holding brakes. The two new holding brakes for the trash-rack hoist shall be mounted in the same location as the existing brakes. The brake designs shall be for continuous duty service.

These new holding brakes shall be of the type that uses curved shoes against a curved drum, and are released by a direct current magnet suitable for temperature extremes from -30°F to 130°F. Direct current shall be supplied by means of a rectifier and control unit of proper rating and suitable for operation on power supplied on the crane. The complete unit (brake and rectifier) shall be suitable for connection to the control circuit or the AC power supply of the motor with which the brake is used so that the brake will set or release when the motor is de-energized, or energized, respectively. A hand release, which is self-resetting, shall be provided. Drums shall be straight-bored and "shrink" or "press" fit, to achieve a "medium interference fit." The original brake drums shall be removed and original shafts shall be polished, as necessary, to remove any irregularities. The shaft diameter shall then be measured to determine the correct bore size for the brake drum(s). These brake drums shall be 8-inch diameter and the torque capability shall be set at approximately 100 to 125 percent of motor "nameplate" torque (which requires the new brakes to be set at approximately 80 percent of their AISE rating of 100 ft-lbs). The motor-mounted brake shall be capable of delayed setting. The "delayed" motor-mounted brake shall set (apply) after the reducer-mounted brake has already set for 1/2 to 1 second. The time delay shall be adjustable and the method of accomplishment shall be subject to approval. The rating of the brake releasing magnet shall be sufficient to release and hold the brake in the released position with 80 percent of rated voltage impressed on the incoming terminals. The Contractor shall provide NEMA 4 brake enclosures, as required, to fit the new brakes. Existing brake space heater circuits shall be maintained.

Except for brake wheels, shoes, and electrical parts, no cast iron, unless of a type having acceptable structural properties as approved by the Contracting Officer, shall be used in brake construction. All pins, fittings, and other miscellaneous small metal parts shall be of corrosion-resisting metal or shall be treated to render corrosion resistant by galvanizing, sherardizing, or plating with zinc, cadmium, or copper. Bearings shall be fitted with bronze or other approved bushings to prevent any binding of moving parts. (Anti-friction bearings of corrosion-resisting construction may be used.) Adequate means shall be provided for lubricating oil bearings, unless the bearings are of an approved self or prelubricated type. Nameplates shall be provided for each brake and attached to a part of the brake which ordinarily will not be renewed during its service life. Each nameplate shall conform to standard practice and clearly indicate the manufacturer's name, identification symbols, serial number, and salient design features such as type, frame, torque rating and voltage.

#### 2.6.12 Holding Brakes for Trolleys and Gantry

Existing brakes shall continue to be used. These brakes may need to be adjusted or even partially dismantled to remove and then reinstall their motors (which must all be refurbished). The Contractor shall be responsible for any work required on these brakes that is needed in order to remove, refurbish, and reinstall the motors. The Contractor shall also ensure brakes are properly reassembled and fully functional when complete.

### 2.6.13 Wiring Ratings

Wiring and cables shall be UL listed and rated for 600 volts. Motor circuit wiring sizes/ratings shall be based on allowances for continuous duty motors. Required oversizing of motor conductors shall not be less than 125 percent of motor nameplate and shall be as large as necessary to meet minimum voltage drop requirements of CMAA 70. (Refer to Article 430 of NFPA for requirements for continuous duty motors.) Circuit ratings shall be based on allowing maximum wire temperatures of 194°F. However, any wiring near the speed-control resistors shall be rated for 302°F. Wire for power and motor circuits shall in no case be smaller than No. 10 AWG. Control circuit signal wiring shall be No. 14 AWG minimum or larger, if required. (Load-cell signal wiring shall be as recommended by load-cell manufacturer.) New wiring for lighting circuits shall in no case be smaller than No. 12 AWG.

Materials, construction, and tests, unless otherwise specified, shall conform to the applicable requirements of NEMA Pub. No. WC 7 and WC 8, and to the referenced requirements of IEEE Standard 383. Parts, tables, sections, appendices, grades, and classes specified below will refer to NEMA WC 7, unless otherwise stated. Where not specifically stated, the equivalent requirement of NEMA WC 8 shall apply if the wire insulation is EP rubber. All conductors shall have Class B stranding.

The connections to the trolleys shall be made using type SO cables with 140°F), 600-volt insulation and neoprene jacket for power, control, and lighting circuits. SO cables shall conform to the applicable requirements of UL 62. Conductors shall have not less than Class H stranding. If shielded cables are needed to reduce electrical interference, descriptions of the proposed cables shall be submitted for approval. Shielded cables shall be of fire-resistant materials, having conductors with thermosetting insulation of equivalent thickness to those in type SO cables, with thermosetting jackets, and durable, flexible shields suitable for long-term reliability in the intended application.

All cable assemblies (multiple-conductor and single-conductor) shall pass, or be capable of passing, the flame test of IEEE 383, Paragraph 2.5, using the ribbon gas burner. Single conductors and individual conductors of multiple-conductor cables shall also be required to pass the flame test described in NEMA WC 7, Paragraph 7.7.3.1.3.

### 2.6.14 Operator Chair and Console Devices

An operator's swivel/adjustable-height type chair with arm consoles shall be provided. New master switches (spring-return-to-neutral type) shall be provided with "deadman" (normally open) palm switches. A single master switch shall be shared by all three hoist motions, with a selector switch on the chair console to choose the main, the auxiliary, or the trash rack hoist. Likewise, a single (separate) master switch shall be shared by all three trolley motions, with the same selector switch arranged to choose the trolley associated with a particular hoist. The trolley and gantry master switches shall be oriented so that motion occurs in the direction the handle is moved. The hoist master switch shall be oriented and connected

such that lowering takes place when the handle is moved away from the operator (pushed towards the front windows), and to ensure hoisting takes place when the handle is moved towards the operator. The center section of the existing console (where existing master switches are located) shall be removed and the new adjustable chair/console shall be mounted as close to the front windows as practical. It is envisioned that a short section of the original console shall remain at each end of the center section to be removed. These short "console end sections" may be useful as wire pull boxes, and also considering some devices other than master switches shall remain in place and shall continue to perform their original functions. See the Contract Drawings for further details. The new console/chair location, elevation and mounting detail shall be approved by Government representative. It is intended that the operator shall have a good view of the work area due to placement/elevation of the new console/chair. Also, the window(s) in the area in front of the operator shall be protected per Safety and Health Requirement Manual EM385-1-1: IT SHALL NOT BE POSSIBLE FOR THE OPERATOR TO ACCIDENTALLY PUSH THE WINDOW(S) OUT OF THEIR FRAME(S).

The primary reason for changing master switches is to obtain a new type that has low operating force and a more comfortable feel for prolonged operating periods, compared to the original master switches. The main hoist, for example, has an operating cycle of at least 1/2 hour, when placing a gate. The Contractor should provide a standard-type master switch, if possible, versus a custom-built assembly. The "deadman" switch in the handle knob of each master switch should be easily closed (low contact pressure) and should be as large as possible for comfort.

#### 2.6.15 Conduits

Conduits shall be rigid galvanized steel (RGS), except oil-tight flex conduits may be used for short (2 feet or less) lengths at vibration points, such as motors and brakes. Conduit runs shall be straight and true, cross runs to be perpendicular to main conduit runs (essentially no "diagonal" runs allowed). Conduit mounting fasteners to be provided every 4 feet, or more frequently.

#### 2.6.16 Hoist Motor Speed-Sensing

Electronic overspeed sensing shall be provided for each new hoist motor in conjunction with installation of the new hoist controller(s). This shall be accomplished by speed encoders (must be suitable for -20°F to 120°F operating temperature). Each hoist speed-sensor system shall cause a fault-shutdown of its respective VF drive at 2,000 rpms increasing.

#### 2.6.17 Auxiliary Hoist New "Slow-Down" Upper Limit Switch

The Contractor shall design and install a rotary-type "geared" hoist limit switch that shall activate before the final upper limit is reached, and shall provide new circuitry that will cause this new limit to restrict hoisting to the "first point raise" condition, and simultaneously will slow the empty-hook speed to 20 percent rated speed or less. The intention of this change is to ensure a slow approach speed for the final upper limit. The "slow down" limit is envisioned as a safe way to allow the final upper

limit to be set with very little clearance, due to the need to position this hook over top of the trash rack trolley.

#### 2.6.18 Trolley Controllers

The main trolley controller and the main hoist controller currently share the same panel. Similarly, the auxiliary hoist and trolley share one enclosure, as do the trash rack hoist and trolley. The trolley controllers (reversing starters and the brake controls) may be reused or replaced at the Contractor's option, mounted in a new enclosure. The Contractor is not required to substantially refurbish the existing trolley controllers, but all these trolley controller components must work properly and be neatly installed with good workmanship practices. The trolley controllers consist of an across-the-line, magnetic-type starter for each trolley, its trolley brake control circuitry, and heater control relays.

#### 2.6.19 Replacement of Multiconductor Cables in Power-Track

Each trolley is electrically connected to the gantry structure by a group of multiconductor SO cables in a power-track. The outer jackets of these existing power-track cables are showing signs of aging due to prolonged exposure to the elements. The Contractor shall replace all these trolley (and hoist) SO cables with new, equal (or better) type SO cables. Cable size must be suitable to meet new VF drive/motor requirements.

#### 2.6.20 Gantry-Level Power Reeling Cable Hub Softener

Contractor shall remove the power reeling cable sufficiently to install a softener to eliminate where the cable is wrapped over an abrupt edge. The Contractor shall examine the cable and make a report to the COE if the cable jacket obviously requires repair. If a tape-repair is deemed appropriate by the COE, the Contractor shall make a good watertight tape repair to this cable (at no extra cost).

#### 2.6.21 Installation of Trash Rack Latches Winch System

The COE will furnish the winch and motorized control system for a latch system on the trash rack hoist. The winch, motor, and control panel shall be mounted on the trolley. The selector station for operating the latch motor shall be mounted on the console in the cab. Currently, this latch motor control/selector station is in a pendant box, which is attached to the latch winch control panel via a flexible SO-type cable.

The Contractor shall mount the winch and control panel for the trash rack hoist latches on the trolley in a manner that does not interfere with operation of the trash rack hoist. The Contractor shall mount the new latch winch system's existing pendant control, or the devices from this existing pendant control, in the operator's right-end front console of the cab, or the chair/console if space permits. Wiring, conduits, and SO-type cables shall be provided where needed to extend between the new controls on the trash rack trolley and the new latch control devices in the cab.

There is an existing hoist/trolley pendant control for use as an alternate to the cab console functions. It will continue to be operable for the new systems. However, the latch function for the trash rack hoist lifting beam will not be added to this pendant.

#### 2.6.22 Installation of Load-Weight Display/Protection System

The Contractor shall install a new load-weight display and protection system based on load cell pins in the upper equalizer assemblies of each hoist with a display system in the cab. The accuracy shall be plus/minus 5 percent of rated capacity (or better) for each of the respective hoists. The Contractor shall provide all material and interconnections necessary to make the system fully functional. Contractor must select/install load cell pins that are as similar as possible to the existing pins that they replace. The new pins must have equal or higher strength compared to the original pins. All load-cell, system-exposed connections and conductors must be impervious to weather and to prolonged exposure to sunlight.

The load weight shall be displayed for the operator (in the cab). The display function may be "shared" by these hoists so that weight displayed is for the hoist in use or selected for use.

#### 2.6.23 New Wiring Diagrams and Electrical Schematics

The Contractor shall provide an electrical schematic, wiring diagram, and layout diagrams for the main, auxiliary, and trash rack hoists, and for any other circuits added or modified during this contract, in "CAD" format. The Contractor shall provide new wire numbers where necessary, and may reutilize wire numbers for the hoists whenever possible. Contractor is responsible to ensure that no wire numbers are duplicated in separate circuits, for any of the new or existing equipment. The Contractor shall also provide updated schematics for the trolleys and gantry in "CAD" format. New wiring diagrams and/or interconnection diagrams shall be provided to show components inside the new panel(s) and wiring to the various external devices. The resistor enclosures and resistor mounting details shall be included in these drawings.

#### 2.6.24 Terminal Blocks

Terminal blocks for internal cabinet wiring may be the manufacturer's standard types. All other terminal blocks for general use, including those for wiring between cabinets and to other devices, shall be one-piece molded type with barriers, rated 600 volts, 30 amperes, equal to Westinghouse Moldarta Type, General Electric Company Type EB-25, or Marathon Electric Manufacturing Corps, Series 1500. The terminals shall be removable binding, fillister, washer-head screw type, or stud type with contact and locknuts. Each terminal shall be not less than No. 10 in thread size, having length and space for connecting three No. 10 AWG conductors to each terminal. Terminal blocks for current transformer leads shall be of the short-circuiting type. White or other light-colored marking strips, fastened by screws to the molded sections at each block, shall be provided for wire numbers. Each connected terminal of each terminal block shall have the wire number placed on the marking strip with permanent marking



fluid. Marking strips shall be reversible or one spare shall be furnished with each terminal block. At least 10 percent spare terminals shall be provided, conveniently located for future use, among the terminal block for each cabinet. Terminal blocks for much smaller signal applications, for which the above specified requirements may be too extreme, or for duty greater than 30 amperes, shall comply with the applicable portions of the above requirements, and shall otherwise be suitable and approved for the intended use.

#### 2.6.25 Wire Markers

Tube-type markers, such as branded wire markers manufactured by Floy Tag and Manufacturing Co., shall be suitable for contact with rubber, neoprene, plastic, or any other type of insulation material used. Tubing shall be sized to fit the wire being marked and shall have permanent black marking on a light-colored background. A written certificate from an approved independent testing laboratory shall be furnished in duplicate to indicate that the markers will not stain or discolor after 20 years service when subjected to an accelerated aging test while in contact with wire insulating materials.

#### 2.6.26 Anemometer

The Contractor shall provide and install an anemometer system. The sensor (wind cups and generator) shall be installed on the downstream walkway handrail area at the highest level of the crane. The system shall be a robust design with a proven history for this type of application. The attachment method shall be subject to approval by the Contracting Officer. There shall be an alarm with an adjustable set-up so that high wind conditions are announced at 35 mph steady and 40 mph gusting. The read-out device and alarm shall be installed in the cab. A second read-out device shall be installed near ground level. The Contractor shall provide the necessary interconnecting wiring and conduits, and make all connections. A "calibration unit" shall be provided with the system, and the Contractor shall make all the initial alarm settings and calibrations as necessary. All anemometer system exposed connections and conductors shall be impervious to weather and to prolonged exposure to sunlight.

### PART 3 EXECUTION

#### 3.1 GENERAL

There are three hoists on the Libby Dam emergency gate-handling gantry crane, and each top-running hoist operates on a separate trolley rail system of this (stacked) structure. The purpose of the electrical portion of this project is to provide:

1. New "adjustable (variable) frequency" inverter controls for the main (gate-handling) hoist, and removal of its eddy-brake system
2. Install a load-weight display/protection system utilizing load cell type pins in locations giving an accuracy of 5 percent or better.

The display must be in easy view of the operator and must show the weight for the hoist in use. (Multiple displays may not be necessary)

3. New master switches for all motions and new operator chair/console
4. New inverter-duty motor for main hoist and refurbishment of the existing main trolley motor, new SO cables for existing "power track" to main hoist/trolley mounted equipment
5. New inverter-duty motor for auxiliary hoist and refurbishment of the existing auxiliary trolley motor, new SO cables for existing "power track" to auxiliary hoist/trolley mounted equipment
6. New inverter-duty motor for trash rack hoist and refurbishment of the existing trash rack trolley motor, new SO cables for existing "power track" to trash rack hoist/trolley mounted equipment
7. Refurbishment of existing wound-rotor gantry motors
8. New "adjustable (variable) frequency" inverter controls for the auxiliary hoist, and removal of its eddy-brake system
9. New "adjustable (variable) frequency" inverter controls for the "trash rack" hoist and removal of its eddy-brake system
10. New holding brakes for the auxiliary hoist
11. New holding brakes for the trash rack hoist
12. Design/install softener where power reel cable is wrapped over an abrupt edge, make a tape repair if the cable has been damaged.
13. Load test main hoist (controller testing and load-weight display calibration)
14. Load test auxiliary hoist (controller testing, new brakes testing, and load-weight display calibration)
15. Load test trash rack hoist (controller testing, new brakes testing, and load-weight display calibration)
16. New electronic electrical schematics drawings for the entire crane in CAD format
17. Install COE-furnished winch and control panel on the trash rack trolley, install/connect its control switches on cab console
18. New mainline contactor and new main circuit breaker with disconnect mechanism

19. Spare parts as listed elsewhere in this specification
20. Training as described elsewhere in this specification
21. New anemometer system as described elsewhere in this specification
22. Provide and install all additional components necessary to complete a fully operational and integrated control system meeting all of the requirements described throughout this specification

The Contractor shall prepare a list of major equipment proposed for this project, to be furnished to the COE at the time of bid (so that the COE may implement expedited review/approval processes). Examples of major equipment include: hoist motor controllers (new variable frequency drive panels), hoists holding brakes, load-weight display systems, master switches, etc. Initial submittals for all these components shall be furnished at time of bid. These submittals shall be expanded if necessary and in any case shall be completed within 30 days after date of award (as stated in paragraph 1.3, SUBMITTALS, Equipment.)

The planned refurbishment includes new electrically operated brakes for the auxiliary and trash rack hoist drives (the main hoist already has "new" brakes). The new auxiliary hoist brake drums (wheels) shall be the same basic size (13-inch diameter) as the brakes and shall have proper bores and offsets for their intended mounting locations (considering shaft sizes and hub offsets necessary to line up the new assemblies with existing hole locations). The new trash rack hoist brakes shall be the same size as the existing brakes. New brakes shall be adjustable to less than maximum torque capability (and approximately equal to 100 to 125 percent of motor full-load torque). New brakes shall have continuous adjustment capability for any torque value within their minimum-maximum operating range.

The Contractor shall remove the motion-control motors as identified in subsequent paragraphs (hoists, trolleys, gantry). The Contractor shall deliver the trolley motors and gantry motors to a repair/refurbishment facility, and shall then properly reinstall the refurbished motors on the crane. The Contractor is responsible to ensure these motors shall have their bearings replaced and shall be internally cleaned and checked for possible faults, by a qualified motor rebuild facility. If the motor rebuild facility recommends corrective action beyond cleaning and new bearings, these recommendations shall be submitted to the COE for review. In the case of the hoists, the Contractor shall replace the existing motors with new motors suitable for use with variable frequency drives (inverter duty). The goal is to have all motors in excellent condition for 30 (or more) years of service (similar to that which has occurred thus far), and to eliminate any potential motor problems in order to ensure reliability through this period. In general, these motors and controllers are expected to perform their emergency function for at least 50 more years.

The Contractor shall coordinate between the electrical and mechanical subcontractors, etc., for disconnecting and reconnecting heater elements and thermostatic controls for the hoist gearboxes. The Contractor shall in no case eliminate original gearbox heater systems and/or elements.

### 3.1.1 Main Hoist Motor Replacement

The Contractor shall remove the existing main hoist motor. This surplus component shall be delivered to the COE representative for disposition. The Contractor shall provide and install a new "inverter duty" motor, of the same continuous horsepower rating as existing, and suitable for CMAA Class D service. There is a brake drum on the existing motor shaft, which may have to be removed to pull the brake enclosure from the motor. The brake drum is a "medium" (Class FN2) interference fit on a straight shaft. The Contractor shall ensure the existing brake drum, or a new brake drum, is properly installed on the new "inverter duty" motor. The drum bore shall have .001- to .002-inch interference fit with the shaft and shall be installed so the hub is flush with the motor shaft end, and so the brake drum running surface is centered between the brake shoes.

### 3.1.2 Main Hoist Eddy Brake Removal and Extension Shaft Installation

The Contractor shall disconnect and remove the existing main hoist eddy-current brake from the crane. This surplus component shall be delivered to the COE representative for disposition. The Contractor shall design and provide suitable extension coupling/shafts to substitute for the existing eddy-current brake. The motor and the gearbox shall remain at their existing locations. See the mechanical portion of this specification for related work.

### 3.1.3 Auxiliary and Trash Rack Hoist Motors Replacement

The Contractor shall remove auxiliary and trash rack hoist motors. These surplus components shall be delivered to the COE representative for disposition. The Contractor shall provide and install new "inverter duty" hoist motors, of the same horsepower rating as existing, and suitable for CMAA Class D service. There are brake drums on the existing motor shafts, which may have to be removed to pull the brake enclosures from the motors. The Contractor shall ensure the new brake drums are properly installed on the new "inverter duty" motors using "medium" (Class FN2) interference fits on straight shafts. The drum bores shall have .001- to .002-inch interference fit with their shafts and shall be installed so the hub is flush with the motor shaft end, and so the brake drum running surface is centered between the brake shoes.

### 3.1.4 Auxiliary Hoist Eddy Brake Removal, also Trash Rack Hoist Eddy Brake Removal and Extension Shaft Installation

In the case of the trash rack hoist, The Contractor shall disconnect and remove the existing eddy-current brake from the crane. This surplus component shall be delivered to the COE representative for disposition. The Contractor shall design and provide suitable extension coupling/shaft to substitute for the existing eddy-current brake. The new motor and the refurbished gearbox shall remain at the original equipment locations. See the mechanical portion of this specification for related work.

In the case of the auxiliary hoist, the Contractor shall disconnect and remove the eddy-current brake (no extension shaft required). This surplus component shall be delivered to the COE representative for disposition. The removal of the eddy-current brake will require that the new mechanical holding brake be mounted directly to the refurbished gearbox for this hoist. See the mechanical portion of this specification for related work.

### 3.1.5 Main (Gate-Handling) Trolley Motor Refurbishment

The Contractor shall remove the main trolley motor and deliver it to a motor repair/refurbishment facility and shall properly reinstall the refurbished motor on the crane. The motor shall have its bearings replaced and shall be internally cleaned and checked for possible faults. Replacement of the motor bearings will also require removal of the brake drum. The Contractor shall ensure the old brake drum is properly removed and is properly installed after the motor bearings are replaced.

### 3.1.6 Auxiliary and Trash Rack Trolley Motors Refurbishment

The Contractor shall remove auxiliary and trash rack trolley motors and deliver them to a motor repair/refurbishment facility and shall properly reinstall the refurbished motors on the crane. The motors shall have their bearings replaced and shall be internally cleaned and checked for possible faults. Replacement of the motor bearings will also require removal of the brake drums. The Contractor shall ensure the old brake drums are properly removed, and that they are properly installed after the motor bearings are replaced.

### 3.1.7 Gantry Motors Refurbishment

The Contractor shall remove the gantry motors and deliver them to a motor repair/refurbishment facility and shall properly reinstall the refurbished motors on the crane. The motors shall have their bearings replaced and shall be internally cleaned and checked for possible faults. Replacement of the motor bearings will also require removal of the brake drums. The Contractor shall ensure the old brake drums are properly removed and that they are properly installed after the motor bearings are replaced.

### 3.1.8 Purpose of the Contract Drawings

The electrical single-line diagrams and layout drawings included with these specifications are meant to assist the Contractor in developing a bid and a design. Ultimately, the Contractor is responsible to provide a final design. The original electrical schematics and layout drawings for all these controllers are included in an appendix of this specification. These drawings will show details, such as the pendant control system (alternate to the cab master switches), which must be maintained in the new system design.

### 3.1.9 Existing Limit Switches and Existing Latch Controls

All existing limit switches, including slack rope limit switches, shall continue to perform their original design function. Similarly, all existing latch controls shall be incorporated into the new design.

### 3.1.10 Existing Electrical Cabinets/Enclosures

If the Contractor elects to remove any cabinets or enclosures, handrails shall replace the removed cabinets or enclosures within all maintenance deck areas per Safety and Health Requirements Manual EM385-1-1.

## 3.2 HAZARDOUS MATERIAL

The brake shoes are asbestos in some cases (e.g., trolleys). Some of the original brake shoes may remain in the enclosures while their motors are refurbished. It is intended that the existing trolley brakes and gantry brakes be reused, so refurbishing these motors will involve disturbing their brakes. The Contractor shall be responsible for any disassembly or adjustment of these brakes that proves necessary to properly remove the motors for refurbishment, and subsequently reinstall all motors and brakes. If incidental asbestos is encountered the Contractor shall take the necessary approved measures to control potential asbestos exposure. See Section 02080 for further information on approved measures.

The paint in some locations has lead content. Existing paint should not be disturbed except to complete work awarded under this contract. The Contractor shall take the necessary approved measures per the current applicable regulations to control and minimize any potential lead exposure from existing paint.

## 3.3 RESTRICTIONS ON DEMOLITION

The Contractor shall not disable the existing crane controls while new controls are being installed, except to the extent absolutely necessary, and shall normally disable only a single motion at a time. The emergency gate-handling purpose of the crane requires use of the main hoist and the main trolley, which are at the upper elevation. The other hoists/trolleys of this crane (at lower elevations) must not obstruct the main hoist and trolley for gate-handling purposes. The gantry motion is also required for gate-handling purposes, thus gantry out-of-service time must be minimized.

## 3.4 MANUFACTURER'S TECHNICAL SERVICE

Equipment manufacturers shall make available the services of a competent installation technician during installation, startup, and testing. The technician shall have the responsibility of checking the installation and making any field adjustments necessary to obtain a working system within the applicable requirements. The manufacturer's representative shall also be responsible for supervision of all testing and for providing system training.

## 3.5 POST-MODERNIZATION TEST REQUIREMENTS

### 3.5.1 Performance Testing

Upon completion of the installation, the system shall be subjected to a complete functional and operational performance test by the Contractor. Test shall determine that the system is free from grounded, shorted, or open circuits. When all corrections have been made, the system shall be retested to assure that it is functional. Tests shall include, as a minimum, demonstration of all control functions, including component failure and signal failure modes, and other tests as specified below. All safety features shall be demonstrated. Copies of performance test reports shall be submitted in accordance with paragraph SUBMITTALS.

### 3.5.2 Equipment Testing

New Electric Brakes shall be tested as follows:

- a. Operation of release with 80 percent of rated voltage applied to the incoming terminals of the rectifier
- b. Resistance measurement of DC operation coil
- c. Dielectric

Following items of control system equipment shall be tested in accordance with Part ICS 1-109 of NEMA ICS 1:

- a. Controller adjustment, fit, and material
- b. Controller successful or general operation
- c. Resistances
- d. Dielectric
- e. Insulation resistance

Limit switches shall be given the following tests:

- a. Adjustment, fit, and material
- b. Accuracy of trip and reset
- c. Successful or general operation
- d. Dielectric
- e. Insulation resistance

Motors shall be given the standard tests to determine performance characteristics as specified in NEMA MG1. Performance curves for the new motors (hoists only) shall be furnished as follows:

- a. Performance Test. Torque or percent of rated horsepower output as abscissa vs. efficiency, power factor, amperes, watts and rpm or percent slip as ordinates.
- b. Speed-Torque Test. Torque as abscissa vs. speed in rpm or percent of synchronous speed as ordinates.

### 3.5.3 Wiring Testing

#### 3.5.3.1 Factory Inspection and Tests

Inspection and tests of wire and cable furnished under these specifications shall be made by and at the plant of the manufacturer, and shall be witnessed by the Contracting Officer or his authorized representative, unless waived in writing. The government may perform further tests before or after installation. Testing in general shall comply with Section 6 of NEMA WC 7 or Part 6 of NEMA WC 8. Specific tests required for particular materials, components, and completed cables shall be as specified in the sections of the above standards applicable to those materials, components, and cable types. Tests shall also be performed in accordance with the additional requirements specified below.

Flame Tests. All multiple-conductor and single-conductor cable assemblies shall pass IEE Std 383 flame tests, Paragraph 2.5, using the ribbon gas burner. Single-conductor cables and individual conductors of multiple-conductor cables shall pass the flame test of NEMA WC 7, Paragraph 7.7.3.1.3. If such tests, however, have previously been made on identical cables, these tests need not be repeated. Instead, certified reports of the original qualifying tests shall be submitted. In this case, the reports furnished under paragraph REPORTS, shall verify that all of each cable's materials, construction, and dimensions are the same as those in the qualifying tests.

#### 3.5.3.2 Field Inspection and Tests

After installation, but just prior to terminal connection, each conductor shall be tested as follows:

- a. A 1,000-volt "Megger" test shall be performed with all other conductors in each circuit grounded. The final insulation resistance of each conductor shall not be less than one megohm.
- b. A continuity test of each conductor from terminal to terminal shall be performed and a phase identification check of power conductors shall be made.
- c. Test data shall include "Megger" readings, results of the continuity test, and conductor identification markings.
- d. Any length of wire and cable failing under the above tests shall be replaced.

#### 3.5.3.3 Independent Tests



The government may at any time make visual inspections, continuity or resistance checks, insulation resistance readings, power factor tests, or DC high-potential tests at field test values. A cable's failure to pass these tests and inspections, or failure to produce readings consistent with acceptable values for the application, will be grounds for rejection of the cable.

#### 3.5.3.4 Reports

Results of tests made shall be furnished. No wire or cable shall be used in the fabrication or installation of the equipment until authorized. Lot number and reel or coil number of wire and cable tested shall be indicated on the test reports.

#### 3.5.4 Load Tests

The Contractor shall be responsible for conducting load tests of all crane motions and shall provide the test loads. The COE will consider allowing the Contractor to use loads the crane normally handles as part or all of the test loads. The Contractor shall submit load test plans to the COE for review/approval. The Contractor shall provide suitable operator training not to exceed a 6-hour session for up to eight persons.

(The COE has onsite "ecology blocks" [18 total], each 2 by 2 by 6 feet and weighing approximately 3,300 to 3,500 lbs. The main hoist gate and spreader load are approximately rated capacity for this hoist. The ecology blocks have been used previously together with the gate and spreader, to accomplish a 125 percent rated-capacity load test of the main hoist. The auxiliary hoist can possibly use a "diverter" gate for the rated capacity test load, or possibly a hatch cover with ecology blocks placed on top of the hatch. A mobile crane with a certified load-weight indicator can be used to obtain accurate test load weight, and can possibly be rented, either in Libby, or Sandpoint, or Spokane.)

#### 3.5.5 Operational Tests

Each motion should be operated with no load, with approximately 50 percent rated capacity load, with a 100 percent rated capacity load, with a 125 percent capacity load (tolerance of plus-or-minus 5 percent). To the extent practical, each motion should be tested in each master switch position, at least momentarily.

Calibration of the load-cell systems shall be done with no-load and also with a 100 percent rated capacity load for the respective hoist, and the Contractor shall coordinate load testing activities accordingly. The load-weight display system(s) shall be adjusted to display the rated-capacity for each respective hoist, with a calculated or measured accuracy within 5 percent of rated capacity (or better) for the hoist in use. The Contractor shall provide certifications to the Contracting Officer, documenting the calibration results of each hoist's load-weight display system.

#### 3.5.6 Holding Brakes Tests

Ensure that each hoist brake holds its respective load (while there is no power to the controller), and is not marginal (i.e., absolutely no signs of slippage during the 10-minute holding test, also prompt stopping in both directions with or without a load and during simulated power-loss or E-stop events). Lift the load only a few inches maximum, for brake tests initially. Ensure stopping test results are satisfactory with no load before testing with progressively heavier loads. Test each hoist brake statically and independently with rated capacity load. Also release one brake manually while the other brake is fully set, and confirm that the load does not lower. Ensure both hoist brakes are fully set at the completion of testing each independent brake (i.e., manual release mechanisms are not engaged and are properly stowed. For trolley brake tests, simply return the master switch to neutral after full speed has been reached. For gantry brake tests, return the master switch to neutral from full speed steadily over a 2-second time period. Brake torque settings shall be sufficient to stop the motion promptly when they are applied.

### 3.5.7 Recording Operational Tests Data

During tests, record motor amps, motor volts, motor rpms, and controller output frequency. The temperature of the controllers, motors, and resistors shall all be recorded. Temperatures of these devices should be closely monitored to ensure they remain within acceptable limits. Record all of the brakes' torque settings and include observations on stopping characteristics (distances, times, etc). The total test duration time for each motion (considering no load, 50 percent, 100 percent, and 125 percent load tests) should be at least 1/2 hour, but need not be longer than 1 hour maximum per motion. Furnish operational test results data to the Contracting Officer.

### 3.5.8 Controller Adjustments During Tests

The controller parameters may be adjusted to obtain stable reliable operation and to optimize acceleration/deceleration rates and/or speeds.

## 3.6 TRAINING

The Contractor shall conduct a training course for four (4) operating staff and six (6) maintenance staff where the system is installed as designated by the Contracting Officer. Training for maintenance staff shall include drive technology overview, setup, and calibration. The training period shall consist of 4 hours of training and shall start after the system is functionally completed but prior to the final acceptance. The field instructions shall cover all of the items contained in the approved operating and maintenance instructions.

END OF SECTION